Philadelphia Housing Authority
Building Beyond Expectations

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- Items highlighted in yellow are recommended new additions or changes
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Public Housing Program

Admissions and Continued Occupancy Policy

PHILADELPHIA HOUSING AUTHORITY
PUBLIC HOUSING PROGRAM
ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

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CHAPTER 1: OVERVIEW OF THE PROGRAM & PLAN

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 Admissions 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 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.

Mission Statement

PHA's mission is to provide quality housing for Philadelphia's income eligible families by improving facilities, achieving excellence in property management, providing opportunities for resident economic enhancement and workforce development, and by forming strategic partnerships with surrounding communities.

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.

Updating and Revising the Plan

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.

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.

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; and
- 24 CFR Part 966: Lease and Grievance Procedures

CHAPTER 2: GENERAL POLICIES

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 tenant-based 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

1. PHA's Board approves the policies, including related impact analyses
2. PHA plans to reevaluate its rent and subsidy level policies annually, including preparing a revised impact analysis;
3. PHA has adopted a policy for addressing hardship cases and has included a transition period for rent increases to existing tenants; and,
4. PHA holds a public hearing regarding the policy;

Rent policies, or any material changes to the rent policies will be effective upon submission to HUD of a board resolution as provided above.

Program Accounts and Records

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.

To the extent permitted by Federal or State requirements, during the term of each Public Housing tenancy, and for at least three (3) years thereafter, PHA will keep all documents related to a family's eligibility, tenancy, and lease termination.

In addition, PHA will keep the following records for at least three (3) years:

- An application from each ineligible family and notice that the applicant is not eligible;
- Lead-based paint records;
- Documentation supporting the establishment of Public Housing ceiling rents;
- Documentation supporting the establishment of utility allowances and surcharges;
- Accounts and other records supporting PHA budget and financial statements for the program; and
- Other records as determined by PHA or as required by HUD.

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

Records Management

PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants. See Privacy statement found in the Fair Housing and Equal Opportunity chapter of this ACOP for additional discussion of PHA's records management practices.

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.

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.

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.

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, PHA will notify the household 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 tenant not exercise the right to dispute prior to any adverse action, the tenant still has the right to dispute through a grievance hearing or court trial.

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 destroy or return any medical documentation that states the nature or extent of a person's disability or medical condition.

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.

Unit Based Assistance

Pursuant to PHA's MTW authority and as part of the implementation of its Partnership Initiative and unit-based program, PHA may attach or pay unit-based assistance to a variety of property types that include but are not limited to nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (including assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; and transitional housing.

CHAPTER 3: FAIR HOUSING & EQUAL OPPORTUNITY

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.

Non-Discrimination

Federal laws require PHA to treat 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 the following factors: race, color, religion, sex, national origin, age, familial status, and disability. PHA will comply with all Federal, State, and local nondiscrimination laws, and with applicable requirements 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 of 1975;
- Title II of the Americans with Disabilities Act (ADA) (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);
- Violence Against Women Reauthorization Act of 2005 (VAWA);
- 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 marital status or sexual orientation.

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

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

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 tenant families about civil rights requirements.

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 that is “private data on individuals” under the Pennsylvania Government Data Practices 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 authorization for release of information, 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 which 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 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.

Applicant requests for access and related review of accommodation requests will be received and determined by the PHA Admissions Department Manager, or designee. Tenant requests for access and related review of accommodation requests will be received and determined by the Asset Manager, or designee, of the development where the tenant resides.

PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants. All applicant and tenant files will be stored in a secure location which is 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.

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).

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 Public Housing 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 December 19, 2003 in the Federal Register.

PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as LEP.

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 Public Housing 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 Public Housing 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.

Oral Interpretation

PHA will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, PHA will make bilingual staff available to act as interpreters and translators and will standardize documents.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by PHA. The interpreter may be a family member or friend.

Implementation Plan

After completing the four-factor analysis and deciding which language assistance services are appropriate, PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If it is determined that PHA serves very few LEP persons, and PHA has very limited resources, PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken:

- Identify LEP individuals who need language assistance;
- Identify language assistance measures;
- Train staff;
- Provide notice to LEP persons; and
- Monitor and update the LEP plan.

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.

Violence Against Women Act Protections

Definitions as Used in the Violence Against Women Act

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

Domestic Violence: The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is 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.

Dating Violence: The term dating violence means 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:

- The length of the relationship;

- The type of relationship; and

- The frequency of interaction between the persons involved in the relationship.

Stalking means:

- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or

- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

- In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

Immediate family member means, with respect to a person:

- A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or

- Any other person living in the household of that person and related to that person by blood and marriage.

Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence 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, 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.

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

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control will not be the basis for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking.

Incidents of actual or threatened domestic violence, dating violence, 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 family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. 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 Confidentiality Requirements – VAWA

All information provided to PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure is:

- Requested or consented to by the individual in writing;
- Required for use in an eviction proceeding; 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 inform the victim before disclosure occurs so that safety risks can be identified and addressed.

Notification to Applicants and Tenants Regarding Protections Under VAWA

PHA will provide applicants and tenants with the notifications described in this section of their protections and rights under VAWA.

PHA will include in all notices of denial a statement explaining the protection against denial provided by VAWA.

PHA will include in all lease termination notices a statement explaining the protection against termination or eviction provided by VAWA.

PHA acknowledges that a victim of domestic violence, dating violence, or stalking 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 arrest record) that would warrant denial or termination under PHA's policies. Therefore, if PHA makes a determination to deny admission to

an applicant family or terminate assistance to a resident family, PHA will include in its notice of denial/termination:

- A statement of the protection against denial 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 with a request for an informal hearing or grievance hearing, whichever is applicable.

Victim Documentation – Denials and Terminations

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, or stalking must provide documentation:

- Demonstrating the connection between the abuse and the unfavorable history; and
- Naming the perpetrator of the abuse.

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 participant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, PHA will require the individual to submit documentation affirming that claim.

PHA will require a completed HUD Form 50066 and one of the following for certification of a claim:

- A Federal, State, tribal or territorial or local police or court record; or
- Documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

Individuals or families claiming that they are a victim of domestic violence, dating violence or stalking may obtain a HUD form 50066 from designated PHA locations.

Time Frame for Submitting Documentation—Applicant

The applicant must submit the required documentation with her or his request for an informal hearing within ten (10) business days of PHA's notification of denial of admission or must request an extension in writing at that time. If the applicant so requests, PHA will grant an extension of ten (10) business days, and will postpone scheduling the applicant's informal hearing until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant PHA determines that the family is eligible for assistance, no informal hearing will be scheduled and PHA will proceed with admission of the applicant family.

Time Frame for Submitting Documentation—Tenant

The tenant must submit the required certification and supporting documentation to PHA within fourteen (14) business days after PHA issues the Notice of Lease Termination. The 14-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, 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 participant's tenancy is not terminated, PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Perpetrator Documentation

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

- A signed statement requesting that the perpetrator be removed from the application or household and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit; or

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

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

Terminating Tenancy of a Domestic Violence Offender

This section does not provide protection for perpetrators of domestic violence, dating violence 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 family 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 participant or other family member result in a decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family 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 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 participant's tenancy is not terminated, PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

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 Chapter 8.

CHAPTER 4: ELIGIBILITY

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 family after the family 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 family 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 family members as required;
- Provide proof of birth in a form acceptable to PHA;
- Consent to PHA's collection and use of family 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 family is deemed ineligible or unsuitable for admission, the family will be removed from all Waiting Lists.

Family and Household

1. Family

To be eligible for assistance, an applicant must qualify as a family. A family may be a single person or a group of persons. Family includes a family with a child or children, two or more elderly or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, or a single person. A single person family may be an elderly person, a displaced person, a disabled person, or any other single person.

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who can demonstrate an inter-dependent relationship, as that term is defined in this chapter.

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 near-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.

2. 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.

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.

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

Interdependent Relationship

To claim an interdependent relationship, individuals must demonstrate that the individuals have lived together previously, or certify that each individual's income and other resources will be available to meet the needs of the family.

Dependent

A dependent is a family member who is either under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides.

Full-time Student

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

Elderly Persons and Elderly Family

- Elderly Persons
    - An elderly person is defined as individual who is at least 55 years old. For the purposes of admission to public housing designated as elderly-only, the definition of *elderly* for each designated project will be specified in PHA's Designated Housing Plan in effect and may differ from the foregoing definition.

- Elderly Family
    - An elderly family is defined as one with a head of household, co-head, spouse or sole member who is at least 55 years old. For the purposes of admission to public housing designated as elderly-only, the definition of *elderly* and *elderly family* for each designated project will be specified in PHA's Designated Housing Plan in effect.

Persons with Disabilities and Disabled Family

- Persons with Disabilities

  Under the Public Housing 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 an impairment; or is regarded as having such an 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 public housing 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.

Multiple Families in the Same Household

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

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 that are living with an applicant or assisted family are considered household members, but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction.

- A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards.

Live-In Aide

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

- 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, near-elderly, or disabled family member.

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.

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 occupancy standards.

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 criteria 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
- Owes rent or other amounts to PHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act.

Veteran

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

Joint Custody of Dependents

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 participant 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, the following: court orders and school records.

Caretaker of a Child

If neither a parent nor a designated guardian of a child residing in a PHA 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 ninety (90) days has elapsed, the caretaker must provide documentation of 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 extend the caretaker's status as an eligible visitor or may take possession of the unit.
- At any time that custody or guardianship legally has been 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. A new lease will be executed.
- 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.

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.

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

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.

Declaration of Citizenship

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

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

For citizens, nationals and eligible non-citizens a 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.

The family must identify in writing any family members who elect not to contend their immigration status.

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

Verification requirements for citizenship and eligible immigration status are discussed in the chapter on Verification.

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.

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.

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 household member.

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 other eligibility factors are determined.

Social Security Numbers

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).

- 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.

- Each tenant and all tenant household members subject to providing valid SSN documentation must do so at their next scheduled or interim recertification and within 90 days of PHA request.

- Existing households with children under the age of 6, who contend US Citizenship or eligible immigration status, are required to disclose their SSN and provide valid documentation of the SSN.

- Adults processed to be added to the household are required to provide documentation of a valid SSN before approval for occupancy in an existing PH household. If the proposed new member is a minor child and has no SSN, documentation to verify the SSN 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 for children under 6 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.

- If a participant is issued a new SSN, they must provide valid documentation at the time of receipt or at the next interim or scheduled recertification

Required Documentation

Applicants and participants will need to submit one of the following documents to confirm their assigned SSN:

- An original SSN card issued by the Social Security Administration (SSA); or

- An original SSA-issued document, which contains the name and SSN of the individual; or

- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

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;

- Individuals who have previously disclosed a valid SSN; and

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

Time Frame to Submit Documents for SSN

- Applicants will be required to provide a SSN on the pre-application form. PHA will request verification of the SS number during screening for eligibility. Alternate arrangements will be made for applicants who are not US Citizens or who do not have eligible immigration status.

- PHA will defer the eligibility determination for a period of 60 days from the date of the screening appointment for households with applicants who are eligible to receive a SSN (those who contend eligible immigration status and US Citizens), to produce required SS number documentation. If after 60 days, required SS numbers are not provided, PHA will deny assistance.

- PHA will make alternate arrangement for households 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.

Penalties for Failure to Disclose SSN

Applicants:
- Denial of placement on the Waiting List.

Participants:
- Lease termination

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 photo 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. 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.

Other Required Documents

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

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, and 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 is necessary in the administration of the Public Housing program.

Housing Choice Voucher Program Tenant Responsibility Screening Requirement

Applicants who currently reside in the Housing Choice Voucher program and seek admission to the public housing program must provide documentation of their move-out notice, have a letter of good standing from the site manager and their current landlord and be in compliance with HCV program requirements in order to be eligible for admission to the Public Housing program.

Household Member Turning 18 Between Eligibility and Lease Up

Income & Deductions

When a household member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, PHA will include the household member's income in the calculation of annual income. For example, PHA completes an eligibility determination on November 1st. One of the household members was 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 turned 18 on November 17th. PHA will calculate the income of that household member as if he/she was an adult, since the household member will be 18 by the effective date of the lease. Deductions will also be applied as if the household member was an adult. For example, the household with a 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 household member is a full time student or disabled.

Release Forms
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 household member in order to authorize PHA to obtain their income verification and count applicable income

Criminal Background Check
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 the consent for criminal background check on behalf of that household member in order to authorize PHA's criminal background check.

Applicant Screening

PHA conducts applicant screening to evaluate the eligibility and suitability of families who apply to the Public Housing program. The screening will include criminal background, credit history, and debt history. PHA will take into consideration any of the Criteria for Deciding to Deny Admission as described in this ACOP. PHA may deny program assistance for an applicant based on the screening of applicants for family behavior or suitability for tenancy.

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 for an applicant based on the screening of applicants for family behavior or suitability for tenancy.

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

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.

Debt Screening

PHA will conduct a debt screening on all members 18 years old or older to determine:

- If the applicant owes rent or other amounts to PHA, other Housing Authorities or other assisted housing programs in connection with the Public Housing or HCV programs;

- If the family has not reimbursed PHA, other Housing Authorities or other assisted housing programs for amounts paid for damages to the unit or other amounts owed by the family under the lease;

- If the family has breached an agreement with PHA, other Housing Authorities or other assisted housing programs to pay amounts owed to PHA, other Housing Authorities or other assisted housing programs; and

- If the family has breached an agreement with PHA, other Housing Authorities, or other assisted housing programs to repay amounts paid to an owner by PHA, other Housing Authorities or other assisted housing programs.

When an applicant owes PHA, other Housing Authorities or other assisted housing programs money from previous public or assisted housing residency or Public Housing program participation, PHA will require that the entire amount be paid in full prior to allowing the applicant admission or re-admission to the Public Housing program. Once the debt is identified by PHA, the applicant will have 90 days to pay it in full or the applicant will be rejected.

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.
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Criminal Record 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 tenants, and as required by HUD, PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior. Such screening will apply to any member of the household who is or will be 18 years of age or older at the time of lease up, including live-in aides. 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 the consent for criminal background check on behalf of that household member in order to authorize PHA's criminal background check.

PHA will conduct criminal record screening upon admission to the program and at regular recertifications for all adult household members. Additionally, PHA may conduct additional criminal record screenings if necessary to ensure program integrity.

The criminal history 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 explain circumstances and/or provide additional information when appropriate. PHA provides applicants/tenants an explanation of the basis for any decision made by PHA pertaining to the applicant's eligibility/suitability.

If PHA proposes to deny assistance based on criminal record information, PHA will notify the household of the proposed denial of assistance and will provide access to the record to the applicant/tenant and the subject of the record. PHA will provide an opportunity for the applicant/tenant family to review the record at the applicant's/tenant's request. The applicant/tenant will be given an opportunity to dispute the accuracy and relevance of the information through the informal hearing process.

If the criminal background check identifies a pending criminal investigation, PHA will defer an eligibility determination until the case is decided.

Criminal record checks (CRC) 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 A includes a chart detailing specific drug and criminal offenses and PHA's screening criteria for each such offense.

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.

PHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State Sex-Offender Registration Program.

Resources Used to Check Applicant Suitability

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

Mandatory Denial of Admission

PHA will deny assistance in the following cases:

- **Federally-assisted housing eviction for drug-related criminal activity:** Any member of the household has been evicted from Federally-assisted housing in the last three (3) years for drug-related criminal activity.

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

- **Illegal drug use (currently engaged):** PHA determines that any household member is currently engaged in the use of illegal drugs.

  - *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

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

- **Drug use or pattern of use:** 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.

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

- **Methamphetamine production or manufacture:** Any household member that has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of Federally-assisted housing.

- **Sex offender:** Any household member that is subject to a lifetime registration requirement under a state sex offender registration program.

Other Permitted Reasons for Denial of Admission

PHA will use the Criminal Background Screening Table attached as Appendix A to this ACOP as a guide to determine the number of years which must have elapsed for specific felony and other convictions in order to pass PHA's criminal background screening at admission. As further supplemented by Appendix A, if any household member is currently engaged in, or has engaged in any of the criminal activities below, the family will be denied assistance:

Criminal Activity

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three (3) years, the family will be denied admission:

- *Drug-related criminal activity*, 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;

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

- Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. Immediate vicinity means within a three-block radius of the premises;

- Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents; or

- Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

Evidence of such criminal activity includes, but is not limited to:

- Any record of convictions for drug-related or violent criminal activity of household members within the past three (3) years;

- Any record of arrests for drug-related or violent criminal activity of household members within the past three (3) years; or

- Any record of evictions for suspected drug-related or violent criminal activity of household members within the past three (3) years.

A conviction for such activity will be given more weight than an arrest or an eviction.

In making its decision to deny assistance, PHA will consider the factors outlined in the policies related to criteria for deciding to deny assistance.

Previous Behavior

PHA will deny admission to an applicant family if it is determined that the family:

- Has a pattern of unsuitable past performance in meeting applicable financial obligations, including rent and utilities within the past five (5) years, including:

    - Any civil judgments existing within the past five (5) years associated with housing issues; or

    - Any past due electric utility bills over $750 and/or any gas bills over $1,250. Any civil judgment existing within the past five (5) years due to utility history. In spite of these situations, if the applicant can prove they can get utilities in their name, eligibility determination will continue.

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

- Has a pattern of eviction from housing or termination from residential programs within the past five (5) years (considering relevant circumstances);

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

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

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

- 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.

In making its decision to deny assistance, PHA will consider the factors outlined in the policies related to criteria for deciding to deny assistance. Upon consideration of such factors, PHA may, on a case-by-case basis, decide not to deny admission.

PHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

Criteria for Deciding to Deny Admission

Evidence

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

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

Consideration of Circumstances

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

- The seriousness of the case, especially with respect to how it would affect other tenants;
- The effects that denial of admission may have on other members of the family who were not involved in the action or failure;
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or 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 applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs; and
- 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 otherwise having been rehabilitated successfully.

Obtaining Information from Drug Treatment Facilities

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

Removal of a Family Member's Name from the Application

As a condition of receiving assistance, a family may agree to remove 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 Public Housing unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

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 will 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 admission. See discussion of PHA consideration of reasonable accommodations as outlined in this policy.

Notice of Eligibility or Denial

If the family is eligible for assistance, PHA will notify the family, in writing, of their eligibility determination and the approximate date of occupancy, as far as it can be determined.

If, based on a criminal record or sex-offender registration information, an applicant family appears to be ineligible PHA will notify the applicant of the proposed denial and provide access to the record to the applicant and to the subject of the record.

If PHA determines that a family is not eligible for the program for any reason, the family will be notified promptly. The Notice of Denial of Admission will contain the following:

- The reason for PHA's decision;
- The specific grounds for the determination;
- How to obtain an informal hearing and the time frame the applicant has to request an informal hearing to discuss the determination;
- 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 the PHA's decision to deny admission; and
- 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 of this ACOP.

Applicants have ten (10) business days from the date on the Notice of Denial to request an informal hearing.

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

Overview

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

When a family wishes to reside in Public Housing, the family must submit an application to PHA. The application process includes two phases: 1) the Preliminary Application (pre-application) or initial application which places the applicants on the Waiting List(s) and 2) the Full Application, which is completed after the applicant is selected from a Waiting List(s) and provides all the information necessary for the final determination of eligibility and suitability.

When a unit becomes available, PHA will select families from a Waiting List(s) in accordance with PHA policies.

PHA shall administer all Waiting Lists in accordance with applicable Fair Housing laws and PHA policies. No person in the United States shall, on the grounds of race, color, religion, sex, handicap, familial status or national origin be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under the PHA Public Housing program.

Applying for Assistance

When pre-applications are being accepted, applicants may obtain pre-application forms at PHA's Admissions Office and Site Offices during established intake business hours. Families may request by telephone or by mail that a pre-application form be mailed. In addition, the pre-application can be downloaded from the PHA web-site.

Families can submit pre-applications electronically via the internet or kiosks located at the Central Admissions Office and Site Offices. Families may also submit pre-applications in person at PHA's Admissions Office and Site Offices during established intake business hours, via mail, fax or over the phone. Only completed pre-applications will be placed on a Waiting List(s).

PHA shall require as part of the pre-application that families provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on a Waiting List. When selected from a Waiting List, the family will be required to provide, by way of the Full Application, all of the information necessary to establish family eligibility and the amount of rent the family will pay.

With respect to one or more development Waiting Lists, PHA may limit application and intake, suspend application intake and/or close its Waiting Lists in whole or in part.

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 normal, 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.

Placement on the Waiting List(s)

All complete pre-applications shall be placed on the Waiting List(s) by date and time of pre-application, the type and size of the unit required based on occupancy guidelines and any applicable Special Programs and/or Allocations (see this ACOP for more information on Special Programs and/or Allocations). Each pre-application will be assigned a Client Identification Number. All applicants shall be provided with confirmation acknowledging the submission of the pre-application. Placement on the Waiting List(s) does not indicate the family is eligible for admission.

Incomplete pre-applications will not be placed on the Waiting List(s). Applicants will be notified of an incomplete pre-application and will be given an opportunity to complete the pre-application. If a completed pre-application is not submitted within a specified timeframe, the pre-application will not be entered into the Waiting List(s).

PHA will conduct preliminary screening for debt at the time of placement on the Waiting List(s). Families owing debt to the housing authority will be withdrawn from the Waiting List(s) unless the debt is paid in full. Families found to owe debt at the time of pre-application will have 90 days from the date of notification to pay the amount owed in full in order to remain on the Waiting List(s). If the applicant is already listed on other Waiting List(s) at the time a new pre-application is submitted and the debt is not paid in full within 90 days, all the applicant's Waiting List pre-applications will be withdrawn.

Applicants that have been withdrawn from the Waiting List(s) have to wait one (1) year before a new pre-application will be accepted by PHA for placement on the Waiting List(s).

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

If a family is determined to be ineligible, after debt screening, PHA will send written notification of the ineligibility determination within a reasonable amount of time of receiving a completed pre-application. The notice will specify the reasons for ineligibility, will inform the family of its right to request an informal hearing, and explain the process for doing so as described in the PHA Grievance Procedures.

PHA will provide notification of receipt within ten (10) business days of receiving a completed pre-application. A final determination of eligibility and suitability will be made when the family is selected from a Waiting List and placed in a Ready Pool.

Managing 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:

- Name of each household member;
- Address;
- Client Identification Number;
- Social security number for each household member (if provided);
- Unit size required;

- Date of birth for each household member;
- Amount and source of annual income for household;
- Accessibility requirement, if disclosed in the pre-application;
- Date and time of pre-application;
- Household type (family, elderly, disabled);
- Sex of each family member;
- Primary language spoken in the household;
- Special Admissions and targeted populations, if applicable;
- Race and ethnicity of the head of household; and
- Waiting List(s) selected

PHA Waiting Lists

Central Waiting Lists (CWL): PHA maintains Central Waiting Lists managed by the Central Admissions Office. Pre-Applicants on the Central Waiting List can be housed at various developments throughout PHA. Eligible applicants are offered the next available unit, regardless of location. Examples of CWLs are:

- **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.
- **Referral Program (Special Programs)**: Applicants are referred directly to PHA under Special Programs or Allocations. These families cannot be listed on any other development (Site-based) Waiting List(s).
- **ADA/504 Waiting List:** Applicant and tenant families verified as requiring units with accessible features are referred to the 1st available units that meet their needs. For detail about the unit offer process for accessible units, see the Centralized Tracking and Occupancy System section of this ACOP.
- **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.

Establishing and Maintaining Site-Based Waiting Lists

Prior to the implementation of SBWLs, current applicants will be given the opportunity to make SBWL selections or to select the 1st Available Unit Option under the Centralized Waiting List. 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.

PHA will maintain SBWLs for each Public Housing development type in the agency inventory:

- Family Developments; and
- Senior (Older Adult) Designated

Site-Based Waiting List Administration

The Central Admissions Department will be responsible for:

- Accepting new pre-applications and updates, including placing pre-applicants on the Waiting Lists and updating existing applicant Waiting List records;
- Managing transfers;
- Managing the ADA/504 Waiting List;
- Managing application intake, screening and ready pool placement for special and targeted funded programs;
- Providing technical assistance to developments;
- Conducting marketing and outreach efforts;
- Monitoring Waiting List Activity Statistics;
- Quality Control on activities performed by Site-based/Development staff;
- Updating Waiting Lists; and
- Managing informal hearings for applicants.

Each development will be responsible for:

- Accepting new pre-applications and updates, including placing pre-applicants on the Waiting Lists and updating existing applicant Waiting List records;
- Selecting applicants from the Site-based/Development and 1st Available Unit Waiting Lists;
- Changes in the of Head of Household;
- Running Criminal and Credit Checks;
- Conducting Informal Hearings;
- Monitoring basic Waiting List activity statistics;
- Conducting Waiting List updates for all developments;
- Screening applicants; and
- Leasing applicants.

Closing and Opening the Waiting List(s)

- **Closing a Waiting List**: PHA may close a Waiting List, in whole or in part, if PHA has enough applicants on a Waiting List to fill projected vacancies. PHA may close a list completely, or restrict intake by type of development, by size and type of dwelling unit.

  PHA may make assessments, as deemed necessary, to determine the need to close the Waiting List.

  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.

- **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 at least ten (10) business days prior to the date applications will first be accepted. If the list is only being reopened 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.

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 Waiting List(s) is opened for a specified time, PHA completed pre-application forms will be accepted as being submitted with the same date and time of application. Once a Waiting List(s) is closed, PHA will conduct a lottery to determine each applicant's rank on the Waiting List.

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 in PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

Updating the Waiting List(s)

Applicants are responsible for updating pre-applications and full applications whenever there are changes in family composition, income, address or telephone number. Failure to timely update pre-applications and full applications may result in a delay in housing or the family being withdrawn from the Waiting List(s).

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. The changes must be submitted in writing. Failure to report these changes may affect a family's placement on the Waiting List(s) and could result in cancellation of the family's pre-application/application.

- 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 removed from the Waiting List(s).

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 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.

Family Break-Up

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:

1. The interest of any minor children, including custody arrangements;

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

3. Any possible risks to family members as a result of domestic violence or criminal activity; and

4. The recommendations of social service professionals.

Purging the Waiting List(s)

In order to have an adequate number of families, 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 mail update questionnaires to families on the Waiting List(s) via first class mail, to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the Waiting List(s). The family's response must be in writing and may be delivered in person or by mail or other method as determined by PHA.

Eligible applicants who respond to an update questionnaire will be maintained on the Waiting List(s). Applicants who do not respond to an update questionnaire in the specified timeframe will be withdrawn (or purged) from the Waiting List(s).

Once established, SBWLs and the 1st Available Waiting List will be updated every 3 years, or as needed. The manner in which the Waiting List is updated will be based on a prescribed format that is established by PHA.

Removal from a Waiting List

If an applicant fails to respond in the manner requested to an attempt by PHA to contact the applicant in writing, the applicant may be removed from the Waiting List(s) without further notice.

If the correspondence is returned by the post office with a forwarding address, it will be re-sent to the address indicated. If the family fails to respond in the manner requested by PHA within the prescribed time frame, the family will be removed from the Waiting List(s) without further notice.

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.

Applicants removed from the Waiting List(s) may reapply in one (1) year from the removal date.

PHA will remove applicants from the Waiting List(s) upon documented request from the applicant.

Removal from a Waiting List After Being Housed

Once a family is housed in Public Housing, the family will be removed from all other PH Waiting Lists. However, a family may remain on the HCV and/or Tax Credit Site waiting lists. 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.

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

Applicants whose applications are rejected are entitled to an informal hearing if requested in a timely manner

Reinstatement to a Waiting List

If a family is removed 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 removed from the applicable list.

If a family does not respond to a written attempt by PHA to make contact because of a family member's disability, PHA, upon verification of the family's request, will reinstate the applicant family to their former position on the Waiting List(s) as a Reasonable Accommodation.

It is PHA's policy to ensure that all families who express an interest in housing assistance are given equal opportunity to apply, and are treated in a fair and consistent manner
When the Waiting List is continuously open, PHA will determine the applicant's rank on the Waiting List based on date and time of application.

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.

SBWL Applicant Selection Method

- **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 a 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 Occupancy and Unit Offers policy found in this ACOP for policy related to SBWL unit offers.

Income Targeting MTW

In lieu of HUD statutory requirements regarding income targeting, PHA shall: (i) 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, (ii) assist substantially the same total number of eligible low-income families under MTW, as would have been served absent the demonstration, and (iii) maintain a comparable mix of families by family size, as would have been served or assisted had the amounts not been used under the demonstration.

Targeted Populations

Targeted populations are specific populations that receive priority admission for designated units/buildings, selected units or through special Programs/Allocations.

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.

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 households and may be based on PHA and community priorities or HUD targeted funding. In addition, special housing initiatives may include a defined number of Public Housing units that will be allocated to households meeting specific described criteria. Examples of special housing initiatives include Blueprint to End Homelessness and the Development Program Relocation Special Housing Initiative. See ACOP chapter on Special Programs and Allocations for more detail.

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.

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.

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 interview; and
- Documents that must be provided at the interview.

If a notification letter is returned to PHA with no forwarding address, the family will be removed from the Waiting List(s) without further notice. If selected for eligibility determination from a SBWL and the notification letter is returned, the family's applications on all the lists will be removed.

Application Interview

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

All household members aged 18 and older are required to attend the application interview. Verification of information pertaining to adult members of the household 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, and 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 household 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, the family may request an extension. PHA will allow extensions at its discretion. 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. This does not apply to PAPMC or AME SBWLs. The family will be sent a notice of denial.

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.

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).

Final Eligibility Determination

PHA must verify all information provided by the family. Based on verified information, PHA will make a final determination of eligibility and will confirm that the family qualified for any special programs/allocations, targeted admissions, 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 its right to request an informal hearing (See Grievance Procedures for more information).

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

If PHA determines that the family is eligible to receive assistance, PHA will select the family's name from the Waiting List according to the waiting list policies. PHA will provide the approximate date of occupancy insofar as that date can be reasonably determined. When a vacant unit of the appropriate development, size and type becomes available, PHA will make a unit offer through its Home Selection Day or Unit Assignment process.

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.

CHAPTER 6: OCCUPANCY STANDARDS AND UNIT OFFERS

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.

Minimum and Maximum Persons in a Unit

This table is a can be used as a guideline to assist staff with applying occupancy standards. 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 and her six year old 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 Occupancy Guidelines, 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 (Largest Unit Size)	Max. Persons/Unit (Smallest Unit Size)
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

Occupancy Guidelines

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. Units will be assigned so that:

- No more than two (2) persons per bedroom will be the standard for the smallest unit a family may be offered;
- Taking into account family size and composition, the largest unit size that a family may be offered would provide no more than one bedroom per family member (exceptions for persons with disabilities, relocation, and emergencies are permitted);
- An adult is a person who is 18 years of age or older;
- A child is a person below 18 years of age;

- Children and adults 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.

- Children and adults of the same sex who are 10 years or more apart in age are not required to share a bedroom however they may share a bedroom at the family's request

- Children and adults of the opposite sex are not required to share a bedroom, however they may share a bedroom at the family's request.

- Two adults of the same sex who are of 2 different generations (10 year age difference) do not have to share the same bedroom. For example, a 30 year old female will not be required to share a bedroom with a 50 year old female;

- A husband and wife, or a couple that has an interdependent relationship will be allocated one bedroom;

- PHA will not assign an efficiency unit to a household consisting of more than one person;

- Two children of the opposite sex will not be required to share a bedroom. At the request of the head of the household, PHA may consider modifying this requirement;

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

- 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 provided with a 1 BR unit, (see policy on single parent and children under three)

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

- A live-in aide may be assigned his/her own bedroom. Single elderly or disabled residents with live-in aides 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;

- Space may be provided for a family member who is away at school but who lives with the family during school recesses;

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

- A household member who is required by employment to be away from the household for more than 183 calendar days in a calendar year but whose income is included in the determination of household income will be counted for purposes of determining the unit size;

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

- PHA will follow the maximum HQS space standards in determining the maximum allowable persons in a unit;

- If a family opts for a smaller unit size than would normally be assigned under these standards, the family will be required to sign a statement agreeing to remain in the unit for the initial lease term or until there is a change in family composition that dictates the need for a new unit; and

- 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.

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. While families remain in their unit PHA will maintain the authorized bedroom size based upon the occupancy standards at the time of initial lease-up 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.

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.

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.

Temporarily and Permanently Absent Family Members

Generally, an individual who is or is expected to be absent from the assisted unit for more than 183 total days per calendar year is considered permanently absent and is no longer a family member. Exceptions to this general policy will be reviewed on a case by case basis.

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.

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.

Absent Adult Family Member

An employed adult family member absent from the apartment more than 183 total days per calendar year due to but not limited to employment and military service will continue to be considered a family member provided that their income is included in the calculation of household income (excludes hostile fire income). See policies in the chapter on Continued Occupancy for specific policies related to absence of military personnel due to active duty.

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

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.

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. Applicants withdrawn from a Waiting List(s) are not allowed to reapply for housing assistance for one (1) year from the date of removal.

Generally, if a family rejects a unit assignment, the application for housing assistance will be withdrawn from the Waiting List(s).

For special programs, i.e. Nursing Home Transition, Liberty Resources, an applicant may reject up to 2 units without “good cause”.

Families being offered a unit based on the approval of a Reasonable Accommodation will receive two (2) unit offers, without having to provide good cause, of units that have the needed features before the family is removed from the applicable waiting list.

If an applicant provides verifiable “good cause” for refusing a unit, the refusal will not count toward the applicable unit refusal maximum. Applicants have 5 business days to provide proof of a “good cause” refusal. If proof is not provided in time, the refusal will count against the allowable unit refusal limit.

Unit Assignments/Offers

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.

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. Transfer applicants are offered available units based on the ratio of new admissions to transfers, the hierarchy below and date and time of application. New admissions are offered units based upon special program funding and date and time of application.

Transfers

1. Emergency Transfers
2. Demolition/Disposition/Revitalization/Rehabilitation (Relocation) Transfers
3. Transfers to make an accessible unit available to a disabled family
4. Over/under Housed Transfers

New Admissions

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

Unit offers will be made to residents on the transfer Waiting List and applicants on the Waiting List (new admissions) according to PHA determined ratios. For priority order for transfers, see Transfer Policy found in the ACOP

Good Cause for Unit Refusal

Applicants may refuse to accept a unit offer for *"good cause."* There are 2 types of *good cause:* 1) 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) and 2) 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.

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

- The unit is not ready for move-in at the time of the unit offer of housing. "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;

- 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 household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an 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 should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

- 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 the principal household member;

- 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 public housing 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 removed from the Waiting List. And the applicant's position on the Waiting List will not be affected.

Unit Refusal Without Good Cause

When an applicant rejects the final unit offer without good cause, PHA will remove the applicant's name from all conventional and scattered site Public Housing Waiting Lists and send notice to the family of such removal. In the case of Unit Assignment, any unit offers refused without good cause will result in withdrawing the applicant's name from all Public Housing Waiting List(s). The notice will inform the family of their right to request an informal hearing and the process for doing so.

Families being offered a unit based on the approval of a Reasonable Accommodation will receive two (2) unit offers, without having to provide good cause before the family is removed from the applicable waiting lists.

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).

Accessible Unit Offers

When an accessible unit in the PHA inventory is available, PHA shall offer such units accordingly as outlined in the Centralized Tracking System for Accessible Units:

- First, to a current tenant of another unit of the same development, or other PHA or Alternative Management Entities (AME) site, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features; and

- Second, to an eligible qualified applicant on the Waiting List(s) having a disability that requires the accessible features of the vacant unit.

Families requiring an accessible unit may be over-housed in such a unit if there are no tenant or applicant families of the appropriate size who also require the accessible features of the unit.

If there is no current tenant or eligible applicant family that needs the accessible features of the unit or is willing to move to the available site and unit, an eligible applicant family that does not need the accessibility features of the unit will be offered the unit.

All households units that are fully accessible in accordance with Attachment E to PHA's MTW Agreement must sign a Lease Rider that requires the family to move to a non-accessible unit located in the PHA inventory within thirty (30) days after receiving notice from PHA, if the tenant does not need the features of the unit and either a current tenant or an applicant needs the features of the unit and there is another unit available for the non-disabled family.

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).

CHAPTER 7: INCOME AND ADJUSTED INCOME

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.

Annual Income

Annual income means all amounts, monetary or not, that:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; and
- Are based on, at the time of admission, recertification, or interim recertification:
    - Actual income being received (projected forward for a 12-month period); or
    - Past actual income received or earned within the last 12 months of the determination date when:
        - The family reports little or no income; and
        - PHA is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income);
- Are not specifically excluded in this Policy;
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual Income Includes

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;
- 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:

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

b. If the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate. as determined by HUD. PHA will establish its own passbook savings rate according to the guidance provided in HUD Notice PIH 2012-29. At the start of each fiscal year, PHA will review the current Savings National Rate as calculated by the Federal Deposit Insurance Corporation (FDIC). PHA will then establish a passbook rate by adding 75 basis points (.75 percent) to the current Savings National Rate. At no time will PHA's passbook rate be less than 0 percent. PHA will apply this policy to calculate imputed asset income consistently to all applicants and participants. For example, if the published FDIC Savings National Rate at the PHA establishes its passbook rate is .12% PHA would add 75 basis points (.75 percent) for a passbook savings rate of .87%.

- 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);

- 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 participant family member other than the head, who is responsible for his support; and

- 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.

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;
- Payments received for the care of foster children or foster adults; (usually individuals with disabilities, unrelated to the participant family, who are unable to live alone);
- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, 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;
- 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 participant 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 participant services stipend. A participant services stipend is a modest amount (not to exceed $200/month) received by a Public Housing participant 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 participant initiatives coordination. No participant 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 participant 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);

- 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 Federally mandated exclusions is included as Appendix C to this Administrative Plan.

Annual Income Includes

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;

- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property:

    - 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 either the actual income derived from all Net Family Assets, or a percentage of the value of such Assets based on the current passbook savings rate. as determined by HUD. PHA will establish its own passbook savings rate according to the guidance provided in HUD Notice PIH 2012-29. At the start of each fiscal year, PHA will review the current Savings National Rate as

calculated by the Federal Deposit Insurance Corporation (FDIC). PHA will then establish a passbook rate by adding 75 basis points (.75 percent) to the current Savings National Rate. At no time will PHA's passbook rate be less than 0 percent. PHA will apply this policy to calculate imputed asset income consistently to all applicants and participants. For example, if the published FDIC Savings National Rate at the time PHA establishes its passbook rate is .12% PHA would add 75 basis points (.75 percent) for a passbook savings rate of .87%.

- 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);

- 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 sanctions 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 tenant family member other than the head, who is responsible for his support; and

- 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.

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; however, when a household member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, PHA will include the household member's income in the calculation of annual income;

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

- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, 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;

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

- The full amount of student financial assistance paid directly to the student or the educational institution;

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

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

  - Amounts received under HUD funded training programs (e.g. 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 tenant 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 tenant services stipend. A tenant services stipend is a modest amount (not to exceed $200/month) received by a Public Housing tenant 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 tenant initiatives coordination. No tenant 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 programs (including training programs not affiliated with the local government), and training of family members as tenant 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 , i.e. SS, SSI, CS & DPA of full time adult students is counted);

- 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;

- 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 Federally mandated exclusions are included as Appendix C to this ACOP.; and

- Under MTW, the Earned Income Disregard is eliminated.

- Amounts earned by temporary Census employees. Employment may not exceed 180 days to qualify for exclusion.

Other Income Exclusions

Under PHA's MTW Rent Simplification program, the following are excluded from annual income:

- The first $500 of asset income at initial occupancy and recertification. This exclusion is per household.

- For elderly and disabled households, the full Medicare/Medicaid/health insurance premium will be deducted.

Temporary and Sporadic Income

Temporary and sporadic income are excluded from the calculation of annual income. (See chapter on Continued Occupancy for interim recertification policies related to temporary and sporadic income).

Example
Daniel works occasionally as a handy man. 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 has no other sources of income or benefits, he would fall under the zero income verification and recertification requirements.

Seasonal Income

People in some occupations regularly work less than 12 months per year, i.e., school employees, agricultural workers and construction workers. 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 this job for nine months a year. At the time of her regular recertification Mary is not working. PHA requests and Mary provides her tax return and W-2 for the prior year and PHA also runs EIV. The W-2 and tax return show annual income of 20,000 for the prior year and EIV shows income of $20,053 for the prior year. PHA would use the third party written documents provided by the tenant

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.

If PHA is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, PHA will average past actual income received or earned within the last 12 months before the determination date to calculate annual income.

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 × 40 hours × 45 weeks) = $1,680 + $11,250 = $12,930

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.

Generally an individual who is absent or is expected to be absent from the assisted apartment for 183 total days per calendar year or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is absent or is expected to be absent from the assisted apartment for more than 183 total days per calendar year is considered permanently absent and no longer a family member.

Adjusted Income – MTW

Adjusted income is annual income minus the MTW working family and health insurance premium deductions.

Working Family Deduction - MTW

PHA will apply a $500 working family deduction per year for families with one or more 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 household.

Health Insurance Premium Deduction – MTW

PHA will deduct the full Medicare, Medicaid and/or other Health Insurance Premiums for households 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.

Rounding of Income and Deductions

Generally PHA will round to the nearest whole dollar at the final calculation for each income or expense.

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** benefit before any deductions and round at the final annual SS income 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.

- Other Income/Deduction Sources, which include direction on rounding: Where the income/deduction verification document has direction on rounding of income/deductions, PHA will annualize the full monthly benefit and round at the final annual calculation.

- Income/Deduction Sources with NO direction on rounding: If the income/benefit/deduction verification document does not include any direction concerning rounding, PHA will calculate income/benefit/deductions by annualizing the entire weekly, bi-weekly or monthly income/benefit/deduction. Once the annual amount is calculated, PHA will round to the nearest whole dollar.

CHAPTER 8: RENT

Overview of Income-based Rent Calculations

TTP is the rent calculated based on income, deductions and exclusions. 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.

Total Tenant Payment & Rent Simplification—MTW

Pursuant to its MTW authority, PHA has established a program that simplifies the calculations and verification of income and rent share for Public Housing. The goal is to increase administrative efficiency and accuracy in rent calculation, encourage self-sufficiency for tenants, reduce paperwork requirements of families and minimize negative impacts on household rents during the implementation period. The rent program also provides incentives for families to obtain employment and creates a fair and equitable program for rent calculation.

Rent Simplification does not apply to:

- Residents of Tax Credit units;;
- Units assisted under PHA's unit-based program; or

The Rent Simplification Program includes the following:

- Calculation of family TTP as a percentage of monthly adjusted income using a tiered percentage based on 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
- Foster children and live-in aides are not counted in the household size when determining the percentage of monthly adjusted income for TTP;
- Revisions to the calculation of annual and adjusted income, as described in the chapter on income;
- 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;
- Recertification of income once every 24 months (for families paying income-based rents) or 36 months (for tenants paying ceiling rent);
- Elimination of the requirement to report increases in income that occur between regularly scheduled recertification;
- Interim recertification for families whose income decreases between regularly scheduled recertification;
- Establishment of a minimum rent of $50; and

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- Establishment of a ceiling rent schedule
- Revision of ceiling rent schedule with calculation based on a percentage of the HCV Fair Market Rent.

- 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.

Minimum Rent

The minimum rent is set at $50.

Annual Evaluation of Minimum Rent

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

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 financial 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 tenants would qualify for the hardship exemption from minimum rent 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 (e.g., because of funeral-related expenses or the loss of the family member's income).

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 hardship has affected the family's ability to pay the minimum rent.

Determination of Rent Hardship Exemption

When a family requests a financial hardship exemption, PHA will suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until PHA determines whether there is a qualifying financial hardship, and whether such 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.

No Financial Hardship

If PHA determines there is no 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.

Temporary Hardship

If PHA determines that a qualifying 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.

Long-Term Hardship

If PHA determines that the financial hardship is long-term, PHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the 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 recertify every one hundred and twenty (120) days.

The hardship period ends when any of the following circumstances apply:

- The family's calculated TTP is greater than the minimum rent;
- For hardship conditions based on loss of income, the 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 hardship period ends, the family share reverts to the highest of the remaining components of the calculated TTP (i.e., Minimum Rent, Income-Based Rent or Ceiling Rent).

Further, PHA will make a determination on the effective date of the reinstatement of the minimum rent requirement and the amount of back rent owed, if applicable.

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.

Ceiling vs. Income-Based Rents--MTW

If the calculated TTP based on the tenant's income under the rent simplification program exceeds the ceiling rent for the unit, the tenant will be required to pay ceiling rents instead of an income-based rent.

Increases in income do not affect the family because the rent is capped.

Utility Allowances

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, PHA will use the utility allowance applicable to the type of dwelling unit leased by the family.

Philadelphia Housing Authority (PHA) may adopt a policy whereby residents who elect the ceiling rent option and/or residents who have household 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.

Reasonable Accommodation

See the chapter on Reasonable Accommodations.

Utility Allowance Payment (UAP)

Certain tenants paying income based rents and residing in units with tenant-paid utilities are eligible for a utility allowance payment. Philadelphia Housing Authority (PHA) may adopt a new policy for residents who receive Utility Allowance Payments from PHA.

Utility Allowance Schedule Revisions

PHA will review its schedule of utility allowances, in accordance with Federal regulations, and set new utility allowances according to methodologies authorized under PHA's MTW Demonstration Agreement and Plan, based upon consumption, rates, 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.

PHA will review its schedule of utility allowances annually. PHA will subsequently apply the HUD-established operating subsidy proration factor to determine the actual utility allowance schedule. Future increases or decreases to the utility schedules will be dependent on both the changes to actual utility costs in Pennsylvania and changes to the HUD operating subsidy amounts received by PHA.

PHA will give notice to all residents 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;

- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges;

- Notify residents of the place where PHA's documentation on which allowances and surcharges are based is available for inspection; and

- Provide all residents 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 utility allowance schedule changes must 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 households. The approach taken will be at the discretion of PHA.

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

Prorated Rent for Mixed Families

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.

PHA will publicly post the schedule of Public Housing maximum rents in a conspicuous manner in the applicable PHA or development office(s).

Revised Public Housing maximum rents will be applied to a family's rent calculation at the first annual recertification after the revision is adopted.

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CHAPTER 9: VERIFICATION

Overview

PHA must verify all 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 the 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 table of acceptable verification differs from PHA verification requirements, PHA verification requirements will apply.

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. Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility, and level of assistance, and utility consumption and expenses.

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 and terminate the lease of tenants. The family may request a hearing in accordance with PHA's Grievance Procedures.

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
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.

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Requirements for Acceptable Documents

1. Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to PHA.

2. The documents must not be damaged, altered or in any way illegible.

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

4. 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.

5. 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 even if the 150 day threshold has been exceeded.

6. 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 60 days old.

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

8. The PHA staff member who views the original document must make a photocopy and date stamp the copy with the date the document was received.

9. Documents received for verification must be date stamped on the date they are received by PHA.

10. 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.

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

12. For verification of wages using review of client provided documents, PHA requires 6 pays stubs for weekly pay, 3 pay stubs for bi-weekly pay or bi-monthly pay and 2 pay stubs for monthly pay. The pay stubs must be consecutive.

13. If an applicant/client 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.

Substantial Difference

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

Substantial Difference Exists

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

Fraud

Any information provided by the applicant/tenant that verification 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.

Use of HUD's Enterprise Income Verification (EIV)

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for tenant families. PHA will use the EIV system when available.

Client Income Reports (CIR)

PHA will obtain CIRs for annual, biennial and interim recertifications. Reports will be generated as part of the recertification process. CIRs will be compared to family-provided information as part of the recertification process.

PHA will print and retain the EIV income report in the file for all regular and interim recertifications.

Third Party Written and Oral Verification

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

2. PHA will diligently seek third-party verification using a combination of verification sources.

3. 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.

4. 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.

5. 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.

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6. A record of each attempt to contact the third-party source will be documented in the file. Regarding third-party oral verification, PHA staff will record in the family's file information obtained during the oral verification.

7. When any source responds verbally to the initial written request for verification PHA will accept the verbal response and will not request additional written third party verification.

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, PHA will use the information from documents 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 used for the recertification.

When Third-Party Verification is Not Required

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

2. PHA will accept a self-certification from the family as verification of assets disposed of for less than fair market value.

3. 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.

4. PHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

Tenant Declaration

When information cannot be verified by a third party, family members will be required to submit declarations attesting to the accuracy of the information they have provided to PHA. PHA may require a family to certify that a family member does <u>not</u> 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 a Notary Public.

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

- Social Security Benefits;
- Supplemental Security Benefits; or
- Public Assistance.

Verification of Citizenship/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.

- Non-Citizens: Verification consists of a signed Declaration of Eligible Immigration Status AND one of the Section 214 documents listed in 5.508(b)(1) and verification from the USCIS SAVE system when available.

Verification of Assets - MTW

Under the authority of the MTW Agreement, applicants and tenants will be allowed to self-certify asset income. PHA staff will require applicants and tenants to complete an asset self-certification form at admission and at each recertification.

Verification of SS and SSI Benefits

PHA may use EIV 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.

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 recertifications effective January, February and/or March.

The State Supplementary Portion will be verified through the DPA CIS database.

Verification of Unemployment

Generally, PHA will use EIV to verify unemployment benefits in conjunction with a tenant supplied benefit letter. Third party verification form will not be requested as there is a service charge for the verification. .

Verification of Child Support

PHA will verify child support using the verification hierarchy.

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

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Verification of Department of Public Assistance Benefits

PHA will use the State of Pennsylvania's electronic database to verify Public Assistance benefits. If the PA database is unavailable, PHA will request third party verification form from the local DPA office. For applicants, PHA may use the DPA database to verify SS and SSI income.

Verification of Zero Income

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

Households 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 household 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 household member;
- EIV check to confirm that no household member has any income; and
- 3rd party verification to the Family Court to confirm that no child support is paid, (only if there are minors in the household and both parent/legal guardians do not reside in the household).

Every 180 days, PHA will run an EIV check on zero income households 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 household. 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 no household the individual member has no income; and
- 3rd party verification to the Family Court to confirm that no child support is paid, (only if the zero income household member has minor children in the household and both parent/legal guardians do not reside in the household).

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

Verification of Social Security Number (SSN) and Date of Birth

Applicants will be required to provide a SSN on the pre-application form. PHA will request verification of the SS number during screening for eligibility. Alternate arrangements will be made for applicants who are not US Citizens or have eligible immigration status.

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

- An original SSN card issued by the Social Security Administration (SSA); or

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- An original SSA-issued document, which contains the name of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name of the individual.

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 (Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

PHA will request only information that is necessary to evaluate the disability-related need for the accommodation. PHA will not inquire about the nature or extent of any disability. Medical records will not be accepted or retained in the participant file.

Verification of 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; or
- The family includes a student enrolled in an institution of higher education.

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CHAPTER 10: LEASING AND INSPECTIONS

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.

Lease Term

The initial term of the lease will be for two years. The lease will renew automatically for a successive term of two (2) years unless the tenant does not fulfill the Community Service Requirement or the Lease is terminated sooner by PHA or the tenant. The Application for Continued Occupancy (ACO) form must be completed every two (2) years or three (3) years (for those paying ceiling rent).

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.

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.

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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 households 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 household must provide to PHA the lower of a $99 security deposit or one month's rent and the first month's rent.

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 by drawing a line through the person's name. The head of household and PHA will be required to initial and date the change.

If a new household member is approved by PHA to reside in the unit, the person's name and birth date will be added to the lease. The head of household 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:

1. A new lease agreement will be executed, or

2. PHA will execute a Notice of Rent Adjustment and Household composition, or

3. 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 tenant 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 in which the tenant moves.

Policies governing when and how changes in family composition must be reported are contained in the Continued Occupancy chapter of this ACOP.

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 Lease Termination policies outlined in this ACOP.

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.
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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 this ACOP for additional information on PHA's Pet Policy.

Payments Under the Lease

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. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

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.

Late Fees and Nonpayment

If the family fails to pay their rent by the fifteenth calendar day of the month and PHA has not agreed to accept payment at a later date, after the 15th calendar day of the month PHA may issue a 30 day Notice to Vacate to the tenant for failure to pay rent, demanding payment in full or the surrender of the premises.

In addition, if the tenant fails to make payment by the end of office hours on the fifteenth calendar day of the month, a late fee of $20.00 will be charged. The late fee must be paid within the same month that it is applied. PHA may issue a 30 day Notice to Vacate for failure to pay rent. On a case by case basis, if the tenant can document financial hardship, the late fee may be waived. If the family requests a grievance hearing within the required timeframe, PHA may not take action for nonpayment of the fee until the conclusion of the grievance process.

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. Rent that is late 3 or more times within a 12 month period is considered chronically late.

Utilities

In communities having individual utility company-read meters, PHA may provide a utility allowance based on 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 only. Residents will pay for all utilities, related deposits and changes on resident's utility bills. It shall be a material breach of the lease for the tenant to fail to pay any utility bills that they are responsible for under the lease.

Excess Utility Charges

When applicable, families may be charged for excess utility usage according to PHA's current posted schedule.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

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, household members, live-in aides or guests.

Maintenance and damage charges will be printed on the monthly rent statements until paid.

If the family requests a grievance hearing within ten (10) days from the receipt of the maintenance charges, 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.

Types of Inspections

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.

Head of Household or co-head must attend the move-in inspection and sign the inspection form.

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.

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.

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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.

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.
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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 will join in such inspection, unless the Head of Household is hospitalized or vacates without notice to PHA.

If present, the Head of Household will sign the move-out inspection.

PHA will notify the former tenant of the inspection results within thirty (30) days of the move-out inspection.

Notice of Non-Emergency Entries

PHA may enter the unit with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing.

PHA will notify the tenant in writing at least two (2) days prior to any non-emergency inspection.

Entry for repairs requested by the family will not require prior notice. Tenant-requested repairs presume permission for PHA to enter the unit.

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.

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.

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 hot 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.

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.

Non-Emergency Repairs

PHA will complete non-emergency work orders within thirty-five (35) days.

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.

PHA Responsibilities

PHA responsibilities include:

- Provide inspections of the unit by Management or qualified Maintenance Staff;

- Maintain the premises, building facilities, common areas and grounds, not otherwise assigned to the tenants, in a decent, safe and sanitary condition; and

- Make needed repairs promptly by responding in the following manner:

    - **Emergency repairs:** 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.

    - **Non-emergency repairs**: PHA will complete non-emergency work orders within thirty-five (35) days.

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.

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.

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CHAPTER 11: CONTINUED OCCUPANCY

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. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the recertification process.

Requirements for Continued Occupancy

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

- Qualify as a family as defined in this policy;
- Are in full compliance with the family obligations and responsibilities as described in the dwelling lease;
- Family members must have Social Security numbers or have certifications on file indicating that they are not eligible to receive a Social Security number;
- Meet HUD standards on citizenship or immigration status or are paying a prorated rent; and
- Are in compliance with the eight-hours-per-month community service requirement adopted by PHA.

Frequency of Recertification – MTW

For those families paying income-based rent, generally PHA conducts a recertification of income and family composition at least every two (2) years.

For families paying ceiling rent, PHA conducts a recertification of income and family composition at least every three (3) years.

Recertification includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated.

Required Information

PHA is required to obtain information needed to conduct recertifications. Families are required to provide current and accurate information on income, assets, allowances and deductions, family 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.

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.

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- *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, PHA will perform a new recertification, and the anniversary date will be changed accordingly.

- PHA may also schedule a recertification for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Recertification Process

Families generally are required to participate in a Recertification interview, which must be attended by the head of household, spouse, and/or co-head and all additional household members 18 years of age and older. 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 mail and will contain the date, time, and location of the interview. 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 the appropriate PHA management office in advance of the interview to schedule a new appointment. In all circumstances, 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.

Conducting Recertifications

The terms of the Public Housing lease require the family to furnish information necessary for the redetermination of rent and family composition. Failure to furnish information necessary for the redetermination of rent and family composition is grounds for lease termination.

Families will be asked to bring all required information (as described in the Recertification notice) to the Recertification appointment. The required information will include supporting documentation related to the family's income, expenses, and family composition.

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, the family may request an extension. PHA will allow extensions at its discretion. If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with this ACOP.

The information provided by the family generally must be verified in accordance with PHA verification policies found in this ACOP. Unless the family reports a change, or PHA 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;

- Age;

- Social security numbers; and

- Citizenship or immigration status.

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. PHA may use the results of the Recertification to require the family to move to an appropriate size unit. Policies related to such transfers are included in this ACOP.

Criminal Background Checks

Each household member aged 18 years and older will be required to execute a consent form for a criminal background check as part of the Recertification process.

An outstanding warrant check and certification of "No Criminal Activity" will be required for all household members 18 years of age or older and will generally be performed at each regular recertification. All tenants determined not suitable and/or ineligible have a right to review the record, the opportunity to a hearing to present extenuating circumstances and to have legal representation, prior to program termination.

If the criminal background check identifies a pending criminal investigation, PHA will defer a termination decision for existing participants until the case is decided.

PHA reserves the right to conduct additional certifications of "No Criminal Activity" to maintain the integrity of the program.

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 PHA's policies governing compliance with the community service requirement.

Effective Dates

As part of the Recertification process, PHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

If the family share of the rent is to *increase*:

- The increase generally will be effective on the first of the month following thirty (30) days' notice to the family.

- If a family fails to report a 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 underpaid rent.

- If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the thirty (30) day notice period.

- If the family causes a delay in processing the Recertification, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the Recertification. The family will be responsible for any underpaid rent

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If the family share of the rent is to *decrease*:

- The decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

- If the family causes a delay in processing the Recertification, d*ecreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the Recertification processing.

Delays in Recertification Processing

A delay in recertification processing is defined as any delay 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 good cause, and this delay prevents PHA from completing the Recertification as scheduled.

Standard for Timely Reporting of Changes

Generally, PHA requires that families report interim changes 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 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.

Interim Recertification

Family circumstances may change throughout the period between recertifications. If there are changes in a family's income and/or household composition between regularly scheduled recertifications, an interim recertification may be conducted. PHA policies dictate what kinds of information about changes in family 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 family composition at any time. When an interim recertification is conducted, only those factors that have changed are verified and adjusted.

An interim recertification does not affect the date of the regular recertification.

Other than households and/or households reporting zero income or temporary/sporadic income, a tenant is not required to report increases in income between regular recertifications.

Pursuant to the MTW program, households may request one interim recertification every 6 months.

PHA is required to conduct an interim recertification when there is a change in household composition. This interim recertification does not count toward the restriction of one interim recertification every 6 months.

An interim recertification may be requested and performed when any one of the circumstances listed below occurs. Households may not request more than one interim recertification every 6 months for the reasons listed below.

- Decreases in annual/adjusted income, including:
    - Decreases in wages or benefits; or
    - Increase in permissible deductions and/or expenses.

PHA requires all families to complete an Application for Continued Occupancy (ACO) and Asset Self-Certification when an interim recertification is conducted. The Head of Household and any other adult who is reporting a change in circumstances has to sign the ACO.

During an interim recertification PHA will apply the Utility Allowance (UA) in effect at the last regular recertification. For example, if the Utility Allowance in effect at a tenant's last regular recertification was $200, and the Utility Allowance in effect at the interim recertification is $250, PHA will use the UA which was in effect at the last regular recertification (which was $200). PHA will complete a 50058 and Recertification Addenda for all interim recertifications.

PHA may require participating households 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.

Interim Recertification – Temporary and Sporadic Income

Temporary and sporadic income is excluded from the calculation of annual income. As such, more frequent recertifications may be required. Households reporting only temporary or sporadic income will be subject to the zero income verification and recertification requirements. The "Verification of Zero Income" section in the Verification chapter includes specific policy guidance on verification requirements for zero income households.

Interim Recertification - Zero Income

Zero income households are required to report monetary and/or non-monetary changes in income or benefits between regular recertification periods. Once income or benefits are reported, the household is no longer required to report increases in income/benefits until the next regular recertification. The "Verification of Zero Income" section in the Verification chapter includes specific policy guidance on this subject. Household are required to report monetary and/or non-monetary changes in income within 30 calendar days from the date the change occurred. PHA will conduct an interim recertification when a zero income household reports income.

Interim Recertification – Other

If at the time of regular recertification, resident-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 resident fraud complaint.

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 share of the rent will not be reduced.

Interim Recertification - Changes in Family and Household Composition

All families must report all changes in family and household composition that occur between recertifications or annual updates. New persons may not be added to the household without PHA's prior

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approval (other than the birth of a child, court awarded custody or adoption). 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. Residents must report all changes in household composition within thirty (30) calendar days of the occurrence involving:

- Any addition of an adult member; or
- The loss of an adult member; or
- The addition of a minor to the household.

PHA will conduct interim recertifications to account for any changes in household composition that occur between recertifications. This interim recertification does not count toward the restriction of one interim recertification every six months. Household composition changes include increases in the number of dependents, addition of new household members, or loss of a family member (deceased or moved out.) In these circumstances, all changes in household status and income will be verified and considered in determining Total Tenant Payment. If someone 18 years of age or older is added to the household between scheduled recertifications, only the new member's income will be verified as part of the interim recertification. 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.

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in this ACOP. Any income and/or deduction changes resulting from the composition change will be considered as well.

Families are required to report to PHA, within 30 calendar days, any changes in family composition which occurs between regularly scheduled recertifications.

Interim recertifications due to changes in family composition do not count toward the limit on interim recertifications.

PHA may approve an addition to the household if:

- The new member is a minor member of a current member of the household;
- The new member is a minor member of the immediate family who is added as a result of birth, adoption or court awarded custody;
- The new member is a person for whom the head of household can prove legal guardianship;
- The additional member is a person for whom the head of household can prove a marital or interdependent relationship;
- There is sufficient program funding.

Any request to add/delete a member to the household must be done in writing and must be accompanied by verification to support the requested additions or deletions to the household.

Families must notify PHA in writing if any family member no longer lives in the unit.

When any new family member is added to the household, PHA will conduct an interim recertification to determine any new income or deductions associated with the additional family member.

Requests to accommodate additional household members based on health-related reasons must be verified by a doctor/medical professional and/or social service professional.

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If a change in household composition results in an over/under-crowding situation, PHA may initiate an Occupancy Standards transfer in accordance with the agency Transfer Policies found in this ACOP.

Household Member Turning 18 Between the Recertification Interview & the Recertification Effective Date

Income
When a household member will turn 18 after the date of the recertification interview, but on or before the effective date of the recertification, PHA will include the household member's income in the calculation of annual income. For example, a household has a recertification effective date of November 1st. One of the household 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 household member as if he/she was an adult, since the household member will be 18 by the effective date of the recertification.

Release Forms
When a household member will turn 18 after the date of recertification 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 household member in order to authorize PHA to obtain their income verification.

Criminal Background Check
When a household member will turn 18 after the date of recertification 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.

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 but who has now 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 turned 18 between the regularly scheduled recertifications.

New Family Members Not Requiring Approval

The addition of a minor family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify PHA of the addition.

The family must inform PHA of the birth, adoption or court-awarded custody of a child within thirty (30) calendar days of the event.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family 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 new family or household member unless the individual meets PHA's eligibility criteria.

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PHA will not approve the addition of a foster child, foster adult or kinship care child 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. PHA may grant exceptions to this policy as a reasonable accommodation for a person with disabilities.

If PHA determines an individual meets PHA's eligibility criteria, PHA will provide written approval to the family.

If PHA determines that an individual does not meet the PHA's eligibility criteria, PHA will notify the family 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 family must inform the PHA within 30 calendar days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform PHA within 30 calendar days.

Processing the Interim Recertification

The family may notify PHA of changes in writing. The family will be required to attend an interview for an interim recertification. Based on the type of change reported, PHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within five (5) business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. PHA will accept required documentation by mail, by fax, or in person.

Recalculating Tenant Rent

Changes in Utility Allowance

Changes in utility allowances will be applied at the next scheduled recertification after the change or at one time across all affected households. The approach taken will be at the discretion of PHA.

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 households. The approach taken will be at the discretion of PHA.

Notification of New Tenant Rent

The household 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 family composition and income amounts that were used to calculate the tenant rent.

Discrepancies

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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 Program Integrity policies in this ACOP.

Family Absence from the Unit

The family 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. 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 may not be absent from the unit for a period of more than 183 total days per calendar year in any circumstance, or for any reason. If a family is absent from the Public Housing unit for more than a total of 183 days per calendar year and the family does not adequately verify that they are living in the unit, PHA will terminate the lease for other good cause.
- The family must promptly notify PHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than thirty (30) calendar days. In such a case promptly means within ten (10) calendar days of the start of the extended absence.
- If the family appears to have vacated the unit without giving proper notice, PHA will terminate the lease and follow State and local landlord-resident law pertaining to abandonment before taking possession of the unit. If necessary, PHA will secure the unit immediately to prevent vandalism and other criminal activity.
- To verify family occupancy or absence, PHA may send 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 Lease during any absence from the unit.
- Abandonment means that no member of the family is residing in the unit.

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 Regional Mgr. or his designee and households who cannot adhere to basic lease requirements without the active military person present will not be granted exceptions.

Exceptions 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 ACO policies concerning family absences from the unit to continue assistance 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

Remaining Members of the Tenant Family

A remaining member is defined as a member of the household who was listed on the lease for at least one year prior to the death or departure of the head of household, and who is of legal age and capacity to execute a new lease.

Tenant families who separate while being assisted under the Public Housing program will be assessed on a case-by-case basis to determine which family members remain assisted under the program. PHA policy pertaining to remaining members is as follows:

- The Head, co-Head or remaining family member of the household who has custody of any minor children will retain the Public Housing unit.

- In cases where the Head and co-Head of Household have a joint custody arrangement for minor children, the original Head of Household will retain the Public Housing 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 are two adult co-Heads of Household with no minor children, the original Head of Household will retain the Public Housing unit.

- In cases where a live-in aide is added to a household as a result of a care situation for an elderly or disabled household member, the live-in aide is not considered to be a remaining family member and is not eligible to retain the Public Housing unit.

- In cases where a non-related adult has been added to the household, the original Head of Household will retain use of the Public Housing unit.

- In the event that the Head of Household moves out of the unit or dies, a remaining adult household member (without children) may become Head of Household if that adult has been part of the household for at least one year, is in compliance with all program rules and regulations and meets all other program eligibility and continued occupancy requirements.

- Exceptions to the "remaining family member" requirement will be reviewed by the Asset Manager on a case by case basis.

- 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 keep the Public Housing 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 unit to care for the child(ren) for an indefinite period of time.

- If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by the Program Manager on a case-by-case basis.

Guests

A guest is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent.

- A guest can remain in the assisted unit no longer than 30 consecutive days or 90 cumulative days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last more than 30 consecutive days). An exception will not generally be made unless the family can identify and provide documentation of the residence to which the guest will return.

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 household more than 50 percent of the time (at least 183 days/year), are not subject to the time limitations of guests as described above.

Former residents who have been evicted from any Public Housing program are not permitted as guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence represents a violation of the Public Housing lease.

Roomers and lodgers shall not be permitted to move in with any resident. Violation of this provision is grounds for termination of the lease.

Notice of Move or Intent to Vacate

The family must notify PHA before the family moves out of the unit, or terminates the lease. The family 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. Families 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.

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. Policies related to Evictions and Grievances can be found in the Chapter on Lease Termination.

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.

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CHAPTER 12: PETS

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.

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 visions 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.

Approval of Assistive Animals

This subsection applies to assistive animals only. Residents of PHA with disabilities are permitted to have assistive animals, if such animals are necessary as a reasonable accommodation for their disabilities. PHA residents or potential residents 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.

Residents 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

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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 that are known to be dangerous or wild animals or have the proclivity to be dangerous. No application fee is required for assistive animals.

Care and Handling of Assistive animals

This subsection applies to assistive animals only. Residents must care for assistive animals in a manner that complies with State and local laws, including anti-cruelty laws.

Residents 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 residents.

When a resident'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.

Pet Polices for all Developments

"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 traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

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 no other species of animal.

The following animals are not considered pets for purposes of this policy:

- Birds of prey;
- Reptiles;
- Rodents;
- Insects;
- Arachnids;
- Wild, or feral animals;
- Live-stock; or

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- Animals used for commercial breeding.

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;
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations;
- Any animal not permitted under local/State law or code;
- Pets of a vicious or aggressive disposition will not be permitted. The following breeds of dogs shall not be allowed:
    - Doberman Pinscher;
    - Pit Bull;
    - German Shepherd;
    - Rottweiler; or
    - Any mixed breed with identifiable characteristics specific to one of the above breeds and which indicate that the dog is partially descended from a dog of one of the above breeds;
- 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; and
- Livestock, reptiles, amphibians, rodents, birds of prey, tropical birds/animals (not including fish), insects, arachnids and poisonous fish will not be permitted.

Application and Registration of Pets

Residents 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:

1. Completed application form.
2. Basic information about the pet, including but not limited to, name, weight and age.
3. Documentation signed by a licensed veterinarian or State/local authority that the dog and/or cat has received all inoculations and vaccinations required by local/State law, and that the pet has no communicable disease(s) and is pest-free.
4. 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.
5. 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

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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.

6. Contact information for the pet's attending veterinarian, including name, address and telephone number (if applicable).

7. 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 resident cannot comply with one or more of the application requirements listed above, the resident 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.

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 and birds for which there will be a $50 charge per unit rather than per pet. New residents and current residents 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 resident.

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 resident of the right to appeal the decision in accordance with PHA's grievance procedures.

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Pet Agreement

Residents 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 resident's certification of receipt of a copy of PHA's pet policy and applicable **House Rules**, that the resident has read the policies and/or rules, and understands and agrees to comply with the polices and/or rules.

The resident 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.

Number of Pets

Residents may own a maximum of two (2) pets per the guidelines below.

The maximum number of pets is as follows:

- Cat: 1 per unit;
- Dog: 1 per unit;
- Birds: Not more than 2 per unit; and
- Fish: 1 single aquarium, not to exceed 20 gallons in capacity. In the case of fish, residents 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.

The following are examples of combinations of pets allowed in a unit:

- 1 dog and 1 aquarium; or
- 1 dog and 1 bird; or
- 1 cat and 1 aquarium; or
- 1 cat and 1 bird.

Ongoing Certifications and Reporting

Once approved, tenants must provide the following information annually, 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—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

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- Provide (if not contained in the resident file of an approved pet owner) proof of:

    1. 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;

    2. Required inoculations and vaccinations; and

    3. Pet not having a communicable disease and being pest free.

Pet Ownership Rules

Any repeated offenses of the pet ownership rules may be considered grounds for lease termination.

Pet Area Restrictions

Pets must be maintained within the resident'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 resident 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;

- All other species must be in an appropriate transport container; and

- Dog muzzles are required for pets between 15 and 25 pounds.

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.

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 resident's dwelling unit.

Pet waste or pet litter shall not be disposed of in the toilet.

The resident 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 the City Health Code and may be subject to fines and/or penalties outlined in the Code.

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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.

Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises.

This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Responsible Parties

A resident who cares for another resident's pet must be listed as a designated person for the care of that pet, must notify PHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to assistive animals.

Residents 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.

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 resident'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 resident 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 residents. Repeated, substantiated complaints from other residents, 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 resident 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 residents. A vote shall be held if at least ten percent (10%) of the affected households petition for stricter rules. All affected households 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 resident, and the pet is not being properly cared for, Management shall attempt to contact the resident or the resident'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 residents and/or the animal. The Asset Manager shall record all such actions taken in the resident's file.

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 residents, household members, guests and/or employees, PHA may require the removal of the resident'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.

Unauthorized Pets

If an unauthorized pet is seen in a resident's unit, a letter of violation will be given to the resident. This letter shall state that the resident 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 resident, the Asset Manager will inspect the unit and verify whether the pet has been removed from the unit.

If the resident 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 resident does not attend the private conference, a thirty (30)-day notice to evict will be issued. If the resident attends the conference, the resident 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 resident has removed the pet within a week or has otherwise complied with the pet policy. Should the resident refuse to comply, or if the resident has been a repeat offender of the pet policy, the Asset Manager will proceed with eviction.

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.

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 resident /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.

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.

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.

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.

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 resident or resident's designated caretaker to assume responsibility for the pet; and

- Any pet-related insect infestation. PHA reserves the right to exterminate and charge the resident for such services.

The resident shall pay promptly, upon receipt of a bill, the cost of all materials and/or labor for repair of any damage caused by the resident's pet.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with this ACOP.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

Repeated failure by a resident to take responsibility for waste disposal shall be deemed a lease violation, even if the resident 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 (in accordance with City Ordinances).

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 resident.

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Chapter 13: COMMUNITY SERVICE

Overview

If required by law, PHA will enforce requirements for all non-exempt adult household members to engage in work activities or perform community service. 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 this requirement, this policy will be suspended, in accordance with any applicable HUD guidelines, until HUD otherwise notifies PHA.

Requirements

Each adult tenant of PHA, who is not exempt, must:

- Contribute eight (8) hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for eight (8) hours per month; or
- Perform eight (8) hours per month of combined activities (community service and economic self-sufficiency programs).

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.

Exempt Individuals

Those exempted from the community service/self-sufficiency requirements, include individuals who are:

- 62 years 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),
    - 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;
- Engaged in work activities (see Notice PIH 2003-17. Employment must be at least 20 hours and the remaining 10 hours may include work activities as specified in items 6-12 below. In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity:
    1. Unsubsidized employment;
    2. Subsidized private-sector employment;
    3. Subsidized public-sector employment;

4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job-training;
6. Job-search and job-readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,
12. The provision of childcare services to an individual who is participating in a community service program;

- 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 of the State in which PHA is located including a State-administered Welfare-to-Work program; or,

- 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 the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Eligible Community Service Activities

An eligible community service activity is volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;

- Work with a nonprofit organization that serves PHA tenants or their children such as: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H programs, PAL, Garden Center, community clean-up programs, beautification programs, other youth or senior organizations;

- Work with any other public or non-profit youth or senior organization;

- Work as an officer of a development or citywide resident organization;

- Work as a member of the Resident Advisory Committee;

- Work at PHA to help improve physical conditions (for example as floor, grounds or building captain);

- Work at PHA to help with children's programs;

- Work at PHA to help with senior programs;

- Helping neighborhood groups with special projects;

- Working through a tenant organization to help other tenants with problems, serving as an officer in a tenant organization, serving on the Resident Advisory Board; and

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- Caring for the children of other tenants so they may volunteer.

Political activity is excluded for purposes of eligible community service activities.

Eligible Economic Self-Sufficiency Activities

With respect to the community service requirement, an economic self-sufficiency program is any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Eligible self-sufficiency activities in which residents may engage include, but are not limited to:

- Job readiness programs;
- Job training programs;
- Skills training programs;
- Higher education (Junior college or college);
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- English as second language classes;
- Budgeting and credit counseling; and
- Carrying out any activity by the Department of Public Assistance as part of welfare reform.

Notification

PHA shall give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. PHA shall also notify the family of PHA's determination identifying the family members who are subject to the service requirement, and the family members who are exempt.

PHA will provide the family with a copy of the Community Service Policy at initial lease-up and at any time upon the family's request.

Determination of Exemption Status and Compliance

An exempt individual is excused from the community service requirement.

At least sixty (60) days prior to lease renewal, a family will be requested to submit documentation that will enable PHA or its designee to verify that all non-exempt family members have complied with the service requirement. The family will have five (5) business days to submit PHA-required documentation form(s). PHA or its designee will review and verify the exemption status of all adult family members. This verification will be completed at the time of regular recertification. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

Documentation and Verification of Exemption Status

PHA must retain reasonable documentation of service requirement performance or exemption in tenant files.

All family members who claim they are exempt from the community service requirement will be required to sign the. PHA will provide a completed copy to the family and will keep a copy in the tenant file.

PHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements found in this ACOP.

PHA makes the final determination whether or not to grant an exemption from the community service requirement. If a tenant does not agree with PHA's determination, the tenant can dispute the decision through PHA's grievance procedures.

Documentation and Verification of Compliance

At the time of regular recertification, each individual who is subject to the community service requirement will be required to self-certify that they are in compliance with the community service requirement.

Generally, families will be required to submit the self-certification to PHA, at the regular recertification interview.

If PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, PHA has the right to require third-party verification.

Initial Noncompliance

Violation of the service requirement is grounds for nonrenewal of the lease at the end of the lease term, but not for termination of tenancy during the course of the lease term.

If the tenant or another family member has violated the community service requirement, PHA may not renew the lease upon expiration of the lease term, unless the tenant and any other noncompliant family member enter into a written agreement with PHA. Under this agreement the tenant or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required, over the new lease term.

In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit.

Notice of Initial Noncompliance

If PHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant tenant), PHA shall notify the tenant of this determination.

The notice to the tenant must briefly describe the noncompliance. The notice will state that PHA will not renew the lease at the end of the lease term unless the tenant and any other noncompliant tenant enter into a written agreement with PHA to cure the noncompliance, or the family provides written assurance satisfactory to PHA that the tenant or other noncompliant tenant no longer resides in the unit.

The family will have ten (10) business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the new lease term, provide documentation that the noncompliant tenant no longer resides in the unit, or to request a grievance hearing.

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, or does not take either corrective action required by the notice of noncompliance within the required ten (10) business day timeframe, PHA will terminate tenancy in accordance with the Lease Termination policy found in this ACOP.

Continued Noncompliance

If, after the cure period, the family member is still not compliant, PHA shall terminate tenancy of the entire family, according to PHA's lease, unless the family provides documentation that the noncompliant tenant no longer resides in the unit.

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.

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.

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CHAPTER 14: TRANSFER POLICY

Overview

PHA shall transfer tenants based on PHA initiated actions or approved tenant requests. Tenants being considered for a transfer will be subject to certain screening criteria. PHA transfer policy 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.

Necessary Transfers

PHA will only allow transfers determined to be necessary. Necessary transfers include:

- Emergency Maintenance;
- Emergency Public Safety;
- Demolition, Disposition, Revitalization or Rehabilitation;
- Occupancy Standards;
- Transfer to Make Accessible Unit Available to Disabled Families; and
- Reasonable Accommodation.

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. The following is the list of PHA mandatory transfers:

- Emergency Maintenance;
- Demolition, Disposition, Revitalization or Rehabilitation;
- Occupancy Standards; and
- Transfer to Make Accessible Unit Available to Disabled Families.

Some transfers can be determined necessary by PHA, but not mandatory. Families qualifying for such transfers are not required to transfer to a new unit. The following is the list of PHA transfers that are necessary, but not mandatory:

- Reasonable Accommodation; and
- Emergency Public Safety.

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Mandatory transfers are initiated by PHA management with the forwarding of a Notice of Proposed Action to a resident. 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.

Emergency Transfers

Emergency Transfers are transfers that are needed to ensure the health and/or safety of one or more household 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.

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.

Emergency Public Safety

There are two (2) types of Emergency Public Safety transfers.

1. The head of household or other household 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; and

2. 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.

In the case of both types of Emergency Public Safety transfers:

- 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.

When Emergency Public Safety transfers are tenant initiated, they are not mandatory for the tenant.

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 below for Split Transfer requirements.

Demolition, Disposition, Revitalization, or Rehabilitation transfers are PHA initiated and are mandatory.

Transfers to Make an Accessible Units Available to Disabled Families

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 resident or applicant requiring the accessible unit is identified and a non-accessible unit/unit without accessible features becomes available. 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 resident 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 is identified.

These types of transfers are initiated by PHA and are mandatory for the resident.

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 are not mandatory.

Examples of the types of Reasonable Accommodation requests warranting a transfer may include:

- The need to be in a ground floor unit or a unit with an accessible path if a household member is unable to climb stairs;

- The need for a fully accessible unit;

- 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.

All such transfers shall be subject to existing federal, state and local laws.

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, the family will be required to sign a statement agreeing to remain in the unit for the initial lease term or until there is a change in family composition that dictates the need for a new unit; and

To alleviate an overcrowding situation, PHA may consider initiating a Split Family Transfer. Split Family Transfers will only be initiated by PHA as a means of addressing an overcrowding situation. Families that split into two (2) “new” households 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 must be true:

- 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 household 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

Types of Tenant Requested Transfers

The types of tenant requested transfers that PHA will consider are limited to the following:

- Emergency Public Safety; and

- Reasonable Accommodation

No other transfer requests will be considered by PHA.

Eligibility for Transfer

Resident households will undergo screening to determine if the household is in "good standing". PHA may waive the "good standing" requirement when it determines that the transfer is essential. Emergency transfers may be initiated prior to the completion of the good standing determination.

Households must meet the following "good standing" requirements before being placed on the transfer Waiting List:

- Have no history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the resident's file;

- Have had no more than two repayment agreements or unpaid balances in the past two years. If back rent is owed, the family will not be transferred. If prior payment plans have failed, the back rent must be paid in full;

- Have no housekeeping lease violations or history of damaging property. A resident with housekeeping standards violations will not be transferred until the unit passes a follow-up housekeeping inspection; and

In order to be transferred once a family reaches the top of the transfer Waiting List, a household must meet the following "good standing" requirements listed above in addition to the following:

- Have not engaged in criminal activity that threatens the health and safety of tenants and staff; and

- Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

If a family agreed to be placed in a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two (2) years from the date of admission, unless they have a change in family size or composition, or the transfer is needed as a reasonable accommodation.

If a resident family does not meet one or more of the good standing requirements, PHA will deny the transfer, unless PHA has determined that the transfer is essential and waives the "good standing" requirement. In the event of an Emergency Transfer, the resident family may be moved prior to the completion of the screening process. If the resident family is found to have failed the screening criteria after the transfer has taken place, PHA does not waive its rights to take appropriate lease enforcement action even if a new lease has been executed.

As provided for in the PHA lease, any pending legal actions or existing debts (current or otherwise) will transfer with the resident family in the event a resident family is allowed to transfer in spite of failing good standing requirements. Execution of a new lease does not waive PHA rights to collect payments due under a prior lease or waive PHA's rights to pursue termination or eviction actions under a prior lease.

An exception to the good standing requirements will be made for a resident family requesting a Reasonable Accommodation transfer, except in the case of verified criminal activity or pending legal action.

Security Deposits and Pet Application Fee

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.

Processing Tenant Requested Transfers

Tenants requesting a transfer to another unit will be required to submit a written request for transfer.

In 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 (”good standing”). Based on the verification of need and determination of eligibility, 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 does not meet the transfer eligibility requirements, PHA will provide a denial letter to the family that will include information on the family’s right to request a grievance.

Transfer Waiting Lists

A central Transfer Waiting List is administered by the Admissions Department.. Operation personnel 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. Over/under-housed status will be determined at the time of recertification.

Centralized Tracking and Occupancy System

Disabled transfer households who require accessible unit features that are not offered in their current units will have the option to select the PHA and/or AME sites for which they wish to apply. Disabled transfer households 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 households will select their desired sites upon submission of an application for transfer request. All disabled households seeking a transfer to a unit that includes accessible features that are not offered in their current units must be a tenant in “good standing” in accordance with the PHA and/or AME transfer eligibility requirements. In addition, disabled transfer households seeking a transfer must

meet all of the eligibility, suitability, or other requirements for the site they wish to transfer to, if applicable, and 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 the Reasonable Accommodation Policy found in this ACOP for additional information concerning the Centralized Tracking and Occupancy System.

Occupying Units at Other PHA Sites

Under Site-Based Waiting Lists (SBWL) existing PHA PH tenant families wishing to move to another PHA public housing site must submit an application to be placed on the desired SBWL, instead of requesting a transfer. 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.

Existing PHA PH tenant families will be placed on the SBWL according to date and time of application.

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. In addition, existing PHA PH families who submit applications for housing at other PHA sites must be in compliance with the transfer eligibility requirements.

When the application of an existing PHA PH tenant family wishing to move to another PHA site reaches the top of a SBWL (Public Housing or PAPMC) for which the family applied, refusal of a unit offer without good cause will result in the removal of the household from all Public Housing SBWLs on which the household is listed. However, if the family was also listed on other PAPMC SBWLs, the family will remain on those PAPMC SBWLs. Families removed from scattered and/or conventional Public Housing SBWLs for refusing a unit without good cause must wait for a period of one year from the date of the removal before being permitted to reapply to move to another unit.

The household will not be required to pay a new Security Deposit and Pet Application fee (if applicable) if housed at another PHA site. Existing security deposits will be transferred to the new unit.

Order of Processing Transfers

The following transfers, in the order stated below, will be processed in accordance with the new admission to transfer ratio of 10 to 1. These transfers are based on availability of the appropriate location, size and features of the available units. The following order will be in accordance with PHA requirements, ensuring that accessible units are first offered to those families needing the unit features:

1. Emergency Maintenance

2. Emergency Public Safety

3. Demolition, Disposition, Revitalization, or Rehabilitation

4. Transfers to make an accessible unit available to a disabled family

5. 504 Accommodation

6. Over-housed/Under-housed

a) Over/underhoused by more than 2 bedrooms

b) Over/underhoused by 2 bedrooms or less bedrooms

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case-by-case basis. If the emergency will not be finally resolved by a temporary accommodation, and the tenant requires a permanent transfer, that transfer will be placed at the top of the transfer list.

Demolition/disposition transfers will gain the highest priority as necessary to allow PHA to meet the demolition or renovation schedule.

Within each category, transfers will be processed in order of the date/time of the resident family's transfer request (starting with the earliest date) and required unit type.

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.

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. Transfers are subject to the ratio of new admissions to transfers and will be made according to the transfer hierarchy. For example, given the new admission to transfer ratio of 10 to1 if there are 100 vacant units, there will be 90 new admissions and 10 transfers.

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:

1. Third party verification from a healthcare provider verifying the need for the transfer based on the disability of a member of the household;

2. Medical reports;

3. Police reports;

4. Proof of familial relationship or custody;

5. Divorce decree;

6. Change in family composition form;

7. Copies of restraining orders;

8. UPCS Inspection reports;

9. For Emergency Public Safety Transfers, certification in writing by a local, state or federal law enforcement agency;

    - That the transfer is highly likely to result in an improvement to the resident's safety; and

- Where appropriate, there must be documentation that the resident is cooperating with law enforcement in the investigation and prosecution of the crimes that generated the need for the transfer.

10. Fire department reports;

11. Demolition/disposition application filed with HUD; and

12. Schedule of work identifying units to be addressed.

Transfer Offers

Tenants will receive one (1) offer of a transfer, except in the case of Reasonable Accommodation transfers.

Residents being transferred based on the approval of a Reasonable Accommodation, will receive two (2) unit offers, without having to provide good cause, of a unit that has the needed features before the resident is removed from the applicable waiting list.

When the transfer is required by PHA (mandatory), refusal of that offer without good cause will result in lease termination.

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.

Good Cause for Unit Refusal

Tenants may refuse a transfer unit offer with verifiable good cause.

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

- The unit is not ready for move-in at the time of the unit offer of housing. "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;

- Inaccessibility to source of employment, education, or job training, children's day care, or an educational program for children with disabilities, such that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an 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 should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member; or

- 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.

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PHA will require documentation of good cause for unit refusals.

Cost of Transfers

PHA will pay for reasonable costs related to mandatory transfers, with the exception of Occupancy Standard transfers. PHA will pay for reasonable costs related to Reasonable Accommodation transfers Moving costs must be pre-approved by PHA. 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.

Recertification Policies for Transfers

The recertification date will be changed to the first of the month in which the transfer took place when a family is transferring to a Public Housing/PAPMC unit. However, if the family is transferring within the same PAPMC building, the original anniversary date will remain the same.

Deconcentration

PHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve PHA's deconcentration goals. If a tenant refuses a deconcentration offer, the tenant will receive one additional transfer offer.

MTW Transfers

PHA may authorize a limited number of Split Family Transfers from Public Housing (PH) to the Housing Choice Voucher (HCV) program and vice versa. These transfers will be referred to as Moving to Work (MTW) transfers. PHA may provide for up to 50 Housing Choice Vouchers and 50 PH units to be transferred back and forth between the PH and the HCV programs. No more than 100 moves will be authorized per fiscal year. Families must meet program eligibility requirements in order to secure transfers. Once the transfer has been offered and accepted and the appropriate PH or HCV housing located, the family will be officially transferred to the new program. Eligibility for the MTW transfers will be based upon immediate need, disability needs, and availability of vouchers or PH housing units and will be evaluated on a case by case basis by PH and HCV General Managers.

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.

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CHAPTER 15: TERMINATIONS

Overview

PHA requires all tenant households to abide by their tenant obligations and lease agreements in order to remain in good standing for continued Public Housing assistance.

Termination by Tenant

PHA allows households to terminate tenancy after the initial term (first year) of the lease. The household may terminate the lease during the initial term if PHA agrees to release the household from the lease or if the lease provides for such termination.

If a family desires to terminate tenancy with PHA, the family must submit to PHA a Notice of Intent to Vacate at least thirty (30) calendar days in advance. When family notice is given less than the thirty (30) days due to circumstances beyond the family's control PHA, at its discretion, may waive the thirty (30) day requirement.

The Notice of Intent to Vacate must be signed by the head of household or co-head.

Grounds for Mandatory Termination by PHA

PHA shall terminate the lease under the following circumstances:

Failure to Provide consent

PHA must terminate the lease if any family member fails to sign and submit any consent form required to be signed as part of any recertification.

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 household where the family's assistance has been prorated.

Failure to Provide Social Security Documentation

PHA must terminate the lease if a tenant family fails to provide the documentation or certification required of a social security number for any family member.

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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 to an existing lease. See the Leasing and Inspections chapter of this ACOP for further discussion.

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.

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 the Community Service policy found in this ACOP.

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 member of a household 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 Public Housing 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 family member from the household. If the family is unwilling to remove that individual from the household, PHA will terminate assistance for the household.

For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the household solely on the basis of a household member's sex offender registration status.

Other Authorized Reasons for Termination

PHA will use the Criminal Background Screening Table attached as Appendix B to the ACOP as a guide to determine the number of years which must have elapsed for specific felony and other convictions in order to pass PHA's criminal background screening at regular recertification and at any other time after admission to the PH program. As further supplemented by Appendix B, 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.

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 resident, member of the resident's household, or guest, and any such activity engaged in on the premises by any other person under the resident'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

Illegal Use of a Drug

PHA will terminate the lease when PHA determines that a 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 residents.

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.

Threat to Other Residents

PHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.

Immediate vicinity means within a three-block radius of the premises.

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.

Alcohol Abuse

PHA will terminate the lease if PHA determines that a 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 residents.

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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.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse

PHA will terminate the lease if PHA determines that a 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.

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 resident obligations under the lease:

- 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; or
- Failure to comply with any lease requirements to pay utilities; 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 family member;
    - Not to provide accommodations for boarders or lodgers;
    - To use the dwelling unit solely as a private dwelling for the resident and the resident's 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 residents. 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 residents by applicable provisions of building and housing codes materially affecting health and safety;

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- To keep the dwelling unit and such other areas as may be assigned to the resident for the resident'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 the resident, a member of the household or a guest;

- To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition; and

- Incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

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.

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, or stalking 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:

- *Fugitive Felon or Parole Violator.* If a resident is fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempting to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Pennsylvania, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law;

- *Persons subject to sex offender registration requirement.* If any member of the household has, during their current Public Housing tenancy, become subject to a registration requirement under a state sex offender registration program;

- Discovery after admission of facts that made the resident ineligible;

- Discovery of material false statements or fraud by the resident in connection with an application for assistance or with the recertification of income;

- Failure to furnish such information and certifications regarding family 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 an appropriate size dwelling unit based on family composition, upon appropriate notice by PHA that such a dwelling unit 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 family 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 family 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.

Alternatives to Termination of Tenancy

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.

Factors for Considering Termination of Tenancy

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.

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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 residents;
- The extent of participation or culpability of the leaseholder, or other household 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, or stalking;
- 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 Public Housing program;
- The demand for housing by eligible families who will adhere to lease responsibilities;
- The extent to which the leaseholder 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.

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.

Terminating Tenancy of a Domestic Violence Offender

See chapter on Fair Housing and Equal Opportunity for policies related to Violence Against Women Act (VAWA).

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 household allow PHA to inspect the unit. Appointments are made for this purpose. A resident 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 household 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 household offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the household offers to cure and the household does not have a history of non-compliance. Termination is subject to a request for reasonable accommodations.

Acceptable reasons for missing appointments or failing to provide information by deadlines include, but are not limited to:

- Medical emergency;
- Incarceration; and
- Family emergency.

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 resident's right to reply to the termination notice;
- The resident'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 residents or PHA employees; and any drug-related criminal activity.

The Notice to Terminate 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 resident, 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 residents or employees of PHA, or for a drug-related criminal activity on or off the premises.

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PHA will attempt to deliver Notices to Terminate directly to the tenant or an adult member of the household. If the tenant or adult 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 Notices to Terminate will include a statement of the protection against termination provided by VAWA for victims of domestic violence, dating violence, or stalking. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against family members or others or (b) incidents of domestic violence, dating violence, or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with the policies found in this chapter.

Notices to Terminate shall also include a statement describing the right of any resident with a disability to meet with the manager and determine whether a Reasonable Accommodation could eliminate the need for the lease termination.

Timing of the Notice

PHA will prepare and send a 30-day 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' notice to vacate if:

- The health or safety of other residents, 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' notice of Lease termination.

Notice of Nonrenewal Due to Community Service Noncompliance

When PHA finds that a family is in noncompliance with the Community Service requirement, the tenant and any other noncompliant resident will be notified in writing of the determination. Notices of noncompliance will be issued in accordance with the requirements of the Community Service policy found in this ACOP.

If after receiving a notice of initial noncompliance 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 noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a Notice of Continued Noncompliance. The Notice of Continued Noncompliance will be sent in accordance with the policies in Community Service policy and will also serve as the Notice of Termination of Tenancy.

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.

Notification to the Post Office

When PHA evicts an individual or family for criminal activity, including drug-related criminal activity, PHA may notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

Record Keeping

A written record of every termination and/or eviction will be maintained by PHA at the site where the family was residing, and will contain the following information:

- Name of resident, 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 resident; and
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

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CHAPTER 16: HOMEOWNERSHIP

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.

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.

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 household 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.

Other Homeownership Programs

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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.

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CHAPTER 17: PROGRAM INTEGRITY

Overview

PHA is committed to ensuring housing resources are made available only to income- and program-eligible applicants and residents 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.

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 subsidy costs and to determine PHA compliance with agency and regulatory requirements.

Steps PHA will Take to Prevent Program Abuse and Fraud

PHA management and staff will utilize various methods and practices listed below 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:

- **Things You Should Know (HUD-1140-OIG)** - This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants and tenants to promote understanding of program rules and to clarify the PHA's expectations for cooperation and compliance.

- **Program Orientation Session** - PHA staff will conduct mandatory sessions for all prospective tenants during the lease initiation.

- **Tenant Counseling** - PHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

- **Review and Explanation of Forms** - Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

- **Use of Instructive Signs and Warnings** - Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Detecting Errors and Program Abuse

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 reported in monitoring reports to identify potential program abuses as well as to assess the effectiveness of the PHA's error detection and abuse prevention efforts. PHA will encourage staff, program participants, and the public to report possible program abuse.

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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 family that is identified through file reviews and the verification process.

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 applicant/resident families to give consent to the release of additional information.

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.

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.

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:

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- A description of the error or program abuse(s);
- The basis on which PHA determined the error 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.

Corrective Measures and Penalties

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.

Reimbursement

Whether the family is required to reimburse PHA or PHA is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the sections that follow.

PHA-Caused Errors or Program Abuse

PHA-caused incorrect rental determinations include (1) failing to correctly apply Public Housing rules regarding family composition, income, assets, and expenses, and (2) errors in calculation.

Repayment to PHA

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 Reimbursement to Family

PHA will reimburse a family for any family overpayment of rent resulting from errors caused by staff or staff program abuse.

Prohibited Activities

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;

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- 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.

Family-Caused Errors and Program Abuse

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 Reimbursement to Family

PHA will not reimburse the family for any overpayment of rent when the family causes the overpayment.

Prohibited Actions

An applicant or resident in the Public Housing program must not knowingly:

- Make a false statement to PHA;
- Provide incomplete or false information to PHA; and/or
- Commit fraud, or make false statements in connection with an application for assistance or with recertification of income.

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to 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 (e.g., misreporting of income or family composition);
- Omitting facts that were obviously known by a family member (e.g., 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.

Penalties for Program Abuse

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 following the Eligibility and Lease Termination policies set forth in this ACOP; or
- PHA may refer the family for State or Federal criminal prosecution.

Family Reimbursement to PHA

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 assistance.

Debt and Re-Payment Agreements

When an applicant currently owes PHA money from a previous Public Housing residency or HCV program participation, PHA will require that the entire amount be paid in full prior to allowing the applicant admission or re-admission to the Housing Choice Voucher program. "Current" for purposes of this paragraph is defined in the Chapter on Eligibility in this Plan.

Any amount owed to PHA by a Public Housing family must be repaid.

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 against the family rent that was charged. This amount is referred to as the retro-active rent. 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.

If PHA 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 assistance in accordance with its termination policies. PHA will not offer any PHA-sponsored amnesty or debt forgiveness programs.

PHA may move to terminate assistance without offering the tenant a repayment agreement.

Consequences of Default

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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.

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 will 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.

Fraud and Program Abuse Recoveries

PHAs who enter into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family may retain 100 percent of program funds that PHA recovers.

If PHA does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

The family must be afforded the opportunity for a hearing through PHA's grievance process.

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CHAPTER 18: SPECIAL PROGRAMS AND ALLOCATIONS

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 households in accordance with HUD's special instructions.

Super Preference

PHA has established a Super Preference for applicants who can document that they have been displaced by a natural disaster declared by the governor or President of the United States. Applicants displaced by declared natural disasters will take immediate priority over all other applicants. Super Preference applicants must meet PHA income and other eligibility requirements.

Special Preference

PHA may provide emergency rental assistance in cases of extreme emergencies and natural disaster. PHA has authorized the Mayor (CEO) or the Managing Director of the City of Philadelphia to certify families for emergency rental assistance in cases of extreme emergencies and natural disaster. These applicants will be serviced as certified by the Mayor of the City of Philadelphia and will not exceed fifty (50) housing opportunities annually. Applicants must meet PHA program eligibility requirements as well as qualify under the specific guidelines for the program(s).

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.

Good Neighbors Make Good Neighborhoods

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 families leaving transitional housing per the terms of the MOU with the City of Philadelphia dated April 2009, as amended. Under the Good Neighbors Program, PHA will provide up to 500 housing opportunities, within one year of the date of the MOU with the City of Philadelphia, to eligible Good Neighbor families consisting of one or more of the following:

- 200 Housing Choice Vouchers to families that have been living in Transitional Housing or Residential Programs and are certified by the City as Housing-Ready

- 300 PHA Owned Public Housing units targeted to families that have been living in Transitional Housing or Residential Programs and are certified by the City as Housing-Ready

In April 2009, the Board of Commissioners approved execution of a new MOU directly with the City of Philadelphia Office of Health and Opportunity for coordination and administration of an additional 500 housing opportunities under the Good Neighbors program, 200 for HCV and 300 for Public Housing.

PHA has established a limited preference category for families 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 public housing units in its sole discretion depending on availability and demand in each program. All other occupancy, rent, and other continued occupancy policies for the Public Housing or Housing Choice Voucher programs, as applicable, apply to these households.

Nursing Home Transition Initiative (NHTI)

PHA will make housing opportunities available for families in the Nursing Home Transition Program. Families leaving nursing homes and who are able to live without skilled nursing care are referred to PHA through the Philadelphia Corporation for Aging (PCA) and the Jewish Education and Vocational Services. PHA allocates a total of 75 housing opportunities. Program requirements are incorporated in the MOU between PHA and PCA. Rent Simplification applies to households in the NHTI program. All other occupancy, rent, and other continued occupancy policies for the Public Housing or Housing Choice Voucher programs, as applicable, apply to these households.

Liberty Resources Incorporation Program

PHA has entered into a MOU with Liberty Resources, Inc. (LRI), a non-profit service-provider for persons with disabilities in Philadelphia. By the terms of this MOU, as amended, PHA will provide a limited preference for up to twenty-five (25) hard-to-lease public housing units to disabled households referred to PHA by LRI. All other occupancy, rent, and other continued occupancy policies for the Public Housing or Housing Choice Voucher programs, as applicable, apply to these households.

Development Program Relocation Special Housing Initiative

PHA will provide priority admission to the Public Housing or Housing Choice Voucher program, as determined solely by PHA, for eligible households through the Development Program Relocation Special Housing Initiative (DPR Initiative). The DPR Initiative establishes a preference for eligible households who reside in buildings or units that must be vacated and/or demolished pursuant to a PHA development program. All other occupancy, rent, and other continued occupancy policies for the Public Housing or Housing Choice Voucher program, as applicable, apply to these households.

Department of Human Services Aged-Out Youth Initiative

PHA and the City of Philadelphia's Department of Human Services (DHS) have entered into a Memorandum of Understanding (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.

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 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, including both public

housing units and housing choice vouchers, to persons, who witness homicides or other felonious violent crimes, and cooperate with the DA in the prosecution of these violent criminals. 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 public housing policies defined in the ACOP.

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CHAPTER 19: REASONABLE ACCOMMODATIONS

Overview

The Philadelphia Housing Authority ("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 residents during recertification.

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.

Application of the Reasonable Accommodation Policy

The Reasonable Accommodation Policy applies to the following individuals with disabilities in PHA's public housing program:

1. Applicants of the Public Housing Program;
2. Residents of public housing developments; and
3. 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.

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 Public Housing program.

PHA will ask all applicants and participants 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".

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 Public Housing program.

The definition of disability determines whether an applicant or participant 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.

Definition of Reasonable Accommodation

A person with a disability may require special accommodations in order to have equal access to the Public Housing 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.

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, or

- 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 household 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 Public Housing program, yet an accommodation is needed to provide equal opportunity.

Request for an Accommodation

If an applicant or participant 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 person 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.

Types of Reasonable Accommodations

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

1. Making a unit, part of a unit or public and common use areas accessible for the head of household or a household member with a disability who is on the lease;

2. Permitting a family to have a service or assistive animal necessary to assist a family member with a disability;

3. Allowing a live-in aid to reside in an appropriately sized PHA unit;

4. Transferring a tenant to a larger size unit to provide a separate bedroom for a person with a disability;

5. Transferring a tenant to a unit on a lower level or a unit that is completely on one level;

6. Making documents available in large type, computer disc or Braille;

7. Providing qualified sign language interpreters for applicant or tenant meetings with PHA staff; or at tenant meetings;

8. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;

9. Permitting an outside agency or family member to assist a tenant or an applicant in meeting screening criteria or meeting essential lease obligations;

10. Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family; and

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 tenant's disability and the need for the requested accommodation(s):

1. Physician;

2. Licensed health professional;

3. Professional representing a social service agency; or

4. Disability agency or clinic.

Processing Reasonable Accommodation Requests

PHA will provide the "Reasonable Accommodation Package" to applicants, residents 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.

1. PHA will provide applicants with a Request for Reasonable Accommodation Form. The Form shall be provided in an alternative format, upon request.

2. 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.

3. PHA will provide residents with the Reasonable Accommodation Request Package during the annual recertification. PHA will provide the Request Form in an alternate form, upon request.

4. Residents seeking accommodation(s) may contact the Asset Management Office within their housing development or the regional asset management office. In addition, residents may also contact the Section 504/ADA Coordinator's office directly to request the accommodation(s).

5. Upon receipt, the tenant's Asset Manager, including private management companies operating on behalf of PHA, will respond to the tenant's request.

6. The Asset Manager will forward the request, including all supporting documentation, to PHA's Section 504/ADA Coordinator.

7. 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.

8. If PHA approves the accommodation request(s), the tenant will be notified.

9. 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.

10. 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.

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11. 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.

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 tenant with disabilities that resides at the development where the vacancy is located. The tenant 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 unit to a current tenant with disabilities, residing in another development, that requires the accessibility features of the vacant, accessible unit;

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; and

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.

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 Public Housing Waiting List. 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.

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 before the tenant is removed from the applicable Waiting List.

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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 transfer or voucher, 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

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 Housing Choice Voucher 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.

Service or Assistive Animals

Residents of PHA with disabilities are permitted to have assistive animals, if such animals are necessary as a reasonable accommodation for their disabilities. PHA residents or potential residents who need an assistive animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy.

Residents 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 reserves the right to deny requests for service and assistive animals that are known to be dangerous or wild animals or have the proclivity to be dangerous. No application fee is required for assistive animals.

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.

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 Public Housing program.

Approval/Denial of a Requested Accommodation

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; 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:

1. A violation of State and/or federal law;
2. A fundamental alteration in the nature of PHA public housing program;
3. An undue financial and administrative burden on PHA;
4. A structurally infeasible alteration; or
5. 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 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 Public Housing 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.

Right to Appeal/Grievance Process

Public housing program applicants or residents 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.

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 participant family'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 public housing statutes and regulations.

Centralized Tracking System for Accessible Units - Overview

Pursuant to PHA's Moving to Work Agreement, PHA is developing a centralized system for tracking and occupying accessible units in PHA's inventory. The system will apply to all accessible units in PHA's inventory, including conventional and scattered site public housing and mixed-finance Public Housing 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 public housing 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 will have 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 household 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 households 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.

Policies Related to Occupancy of Accessible Units Under the Centralized Tracking System

The new centralized tracking and occupancy system will track 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 households who do not need the accessibility features of the unit unless there are no disabled households 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 household 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 households occupying accessible units must sign a lease rider requiring the households to relocate to another appropriately sized unit if the unit features are not required by the household and the unit is needed by a disabled household. 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 the ACOP Chapter on Transfers 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 households who require accessible features that are not offered at their current units. The disabled applicants or transfer households will be asked to select the sites for which they wish to apply. Disabled households may choose to be placed on site-based Waiting Lists for PHA sites. The number of site-based Waiting Lists a disabled household 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 households to the new system, PHA will conduct an update for all disabled household applicants and transfers. At that time, the households 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 households will select their desired sites upon submission of an application or transfer request, as applicable.

- All disabled households seeking a transfer to a unit that includes accessible features that are not offered at their current units must be in good standing with PHA and/or their AME site, and must meet other applicable criteria, subject to reasonable accommodations. Although disabled households 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 households will have access to accessible units in buildings that are not designated for exclusive occupancy by seniors.

With respect to senior households 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.

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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	Client 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

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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
PHOccGB	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)
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

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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 2005

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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 household members. **(Non MTW/Not Applicable to Rent Simplification)**

  - Elderly and disabled households 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 households**. (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.

- **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 § 8.3 & § 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 household member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, PHA will include the household 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.

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

  In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

- **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):** The first $500 of asset income is excluded from income.

- **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.

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- **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 household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. 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.

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- **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.

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- **Disposition:** The sale or transfer by PHA of an ownership interest in the real estate of a Public Housing development.

- **Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is 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. Domestic Violence as used elsewhere in this Lease includes Dating Violence and Stalking.

- **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.

- **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.

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- **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

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- **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:** HUD 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 household 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.

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- **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.

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- **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

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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.

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- **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.

- **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:** A type of Domestic Violence that means:

  To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate;
  To place under surveillance with the intent to kill, injure, harass or intimidate another person; and
  In the course of or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of or serious bodily injury to or to cause substantial emotional harm to that person, an immediate family member of that person or the spouse or intimate partner of that person.

  For purposes of this section 20(NN) only, "immediate family member" means:

- A spouse, parent, brother, sister or child of that person or an individual to whom that person stands in loco parentis; or
- Any other person living in the household of that person and related to that person by blood and marriage.

- **Tenant:** An individual residing at a Public Housing Unit who has a contractual relationship with PHA as a result of entering into a Lease Agreement 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 (Non MTW/Not applicable to Rent Simplification):** Total Tenant Payment is the highest of:
    - 30% of adjusted monthly income; or
    - 10% of monthly income; but never less than the Minimum Rent; and never more than the Ceiling Rent, if chosen by the family

  If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. (24 CFR §5.613) See the definition for Tenant Rent.

- **Total Tenant Payment (MTW/Applicable to Rent Simplification):** 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.

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- **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, with notice to the resident, to the utility company on the resident's behalf, if the utility allowance exceeds the Total Tenant Payment. Families paying Ceiling rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

- **Utility Allowance:** A fixed 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 allowance is based on the average estimated cost of utilities such as gas, electricity and heating fuels for living units of various bedroom sizes as determined by the PHA's Utility Allowance Schedule. 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:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

- **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 (MTW/Applicable to Rent Simplification):** 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 household (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.

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Appendix A: 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.	Lifetime	
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, nonforcible 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	5	3

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OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
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.		
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.	5	

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OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
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	
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	
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	
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	10	3

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OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
substances and the equipment or devices utilized in their preparation and/or use. Offenses contained in this category specifically indicate manufacture or distribution.		

* 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.

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Appendix B: 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 Murder Manslaughter, Voluntary or Involuntary Conspiracy to Commit Murder	Lifetime Ban
Kidnap	10
Sex-Related Offenses Rape Deviate Sexual Intercourse Aggravated Sexual Assault Statutory Rape, Felony	10
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
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

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Crimes Against Society	
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
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 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
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.

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Appendix C: Federally Mandated Income Exclusions

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(i) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

(ii) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);

(iii) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

(iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

(v) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

(vi) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);

(vii) The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including 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- 8);

(viii) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, 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, the exception found in [Section] 237 of Public Law 109-249 applies and requires that the amount of financial assistance in excess of tuition shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109-247);

(ix) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);

(x) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange liability litigation, M.D.L. No. 381 (E.D.N.Y.) (Pub. L. 101-201 and 101-39);

(xi) Payments received under the Maine Indian Claims Settlement Act of 1980 (Public Law 96-420, 25 U.S.C. 1721) pursuant to 25 U.S.C. 1728(c);

(xii) 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);

(xiii) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(l));

(xiv) 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);

(xv) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

(xvi) 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);

(xvii) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931);

(xviii) Any amount received under the School Lunch Act 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);

(xix) Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

(xx) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 42 U.S.C. 4501);

(xxi) 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) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs; and

(xxii) 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., United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291).

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