



# Metropolitan Housing Alliance

## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

# A.C.O.P.

HUD Approved: \_\_\_\_\_

Note:

This plan (ACOP) also serves as our “Tenant Selection and Assignment Plan (TSAP)” because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

The ACOP also includes the regulatory “One-Strike” provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.

## Table of Contents

	Page Number
<b>I. ACOP Governing HUD Aided Public Housing Operated by the MHA</b>	<b>4</b>
A.    Public Housing Agency Mission Statement	4
B.    Purpose of the Policy	4
C.    Compliance with Civil Rights Laws	4
D.    Reasonable Accommodation	5
E.    Accessibility and Plain Language	7
<b>II. Eligibility for Admission and Processing of Applications</b>	<b>9</b>
A.    Affirmative Marketing	9
B.    Eligibility for Admission	9
C.    Waiting List Management	10
D.    Processing Applications for Admission	11
E.    The Preference System	12
F.    Applicant Selection Criteria	15
G.    Occupancy Guidelines	21
<b>III. Tenant Selection and Assignment Plan</b>	<b>24</b>
A.    Organization of the Waiting List	24
B.    Unit Offers to Applicants	24
C.    Due Process Rights for Applicants	25
D.    Good Cause for Applicant Refusal of Unit Offer	26
E.    Dwelling Units with Accessible/Adaptable Features	27
F.    Leasing and Occupancy of Dwelling Units	27
G.    Transfers	27
<b>IV. Missed Appointments</b>	<b>28</b>
<b>V. Leasing Policies</b>	<b>29</b>
A.    General Leasing Policy	29
B.    Showing Units Prior to Leasing	29
C.    Occupancy, Additions to the Household and Visitors	30
<b>VI. Transfer Policy</b>	<b>32</b>
A.    General Transfer Policy	32

B.	Types of Transfers	32
C.	Processing Transfers	33
D.	Good Record Requirement for Transfers	34
E.	Incentive Transfers	34
F.	Cost of Transfers	35
<u>VII.</u>	<u>Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members</u>	<u>36</u>
A.	Eligibility for Continued Occupancy	36
B.	Remaining Family Members and Prior Debt	37
C.	Periodic Reexamination	37
<u>VIII.</u>	<u>Interim Rent Adjustments: Fixed Rent System</u>	<u>39</u>
A.	Rent Adjustments	39
B.	Effective Date of Adjustments	40
C.	Failure to Report Accurate Information	41
<u>IX.</u>	<u>Lease Termination Procedures</u>	<u>42</u>
A.	General Policy: Lease Termination	42
B.	Notice Requirements	42
C.	Record Keeping Requirements	42
D.	Lease Term and Notice to Vacate	42
<u>X.</u>	<u>Utilities</u>	<u>43</u>
A.	Resident-Paid Utilities	43
B.	Excess Utility Charges	43
<u>XI.</u>	<u>Flat Rents</u>	<u>44</u>
A.	Flat Rents	44
B.	Annual Update of Flat Rents	44
C.	Recertification of Families on Flat Rents	44
<u>XII.</u>	<u>Non-Smoking Policy</u>	<u>45</u>
<u>XIII.</u>	<u>Pet Policy</u>	<u>47</u>
<u>XIV.</u>	<u>Violence Against Women Act</u>	<u>51</u>
<u>XV.</u>	<u>Community Service and Self Sufficiency Policy</u>	<u>52</u>
<u>XVI.</u>	<u>Definitions of Terms Used in These Statements of Policies</u>	<u>57</u>

## **I. ACOP Governing HUD Aided Public Housing Operated by the MHA**

### **A. Public Housing Agency Mission Statement**

The mission of the Metropolitan Housing Alliance (Little Rock Housing Authority d/b/a Metropolitan Housing Alliance; hereafter, referred to as "MHA") is the same as that of the Department of Housing and Urban Development: HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination. To fulfill this mission, MHA will work with HUD to embrace high standards of ethics, management and accountability and forge new partnerships--particularly with faith-based and community organizations--that leverage resources and improve HUD's ability to be effective on the community level.

### **B. Purpose of the Policy**

The purpose of this ACOP is to establish policies for the MHA staff to follow in determining eligibility and continued occupancy. These policies are governed by the requirements of HUD with latitude for local policies and procedures. If any changes conflict with this plan, HUD regulations will have precedence.

The MHA Board of Commissioners will approve the original policy and significant amendments. Required portions of this plan will be provided to HUD.

### **C. Compliance with Civil Rights Laws**

#### **1. Complying with Civil Rights Laws**

- a. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Metropolitan Housing Alliance (MHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
  - i. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**
  - ii. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100**
  - iii. Executive Order 11063,
  - iv. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
  - v. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**
  - vi. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units, which are covered by Section 504.)
  - vii. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity

- viii. Any applicable State laws or local ordinances.
2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, disability, sexual orientation or gender identity in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the MHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**
  3. MHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior. **24 CFR § 960.203(a)**
  4. MHA will work to affirmatively further fair housing and to remove impediments to housing choice by members of protected classes;
  5. MHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

#### D. Reasonable Accommodations

1. MHA, as a public agency that provides affordable housing to eligible families, has a legal obligation to provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family members have a disability. **24 CFR § 8.4**
2. A unit modification is some adaptation or change MHA can make to its apartments, buildings, or sites. A reasonable accommodation is a modification MHA can make to its methods and procedures (but not Federal law, regulations or MHA policies). Both unit modifications and reasonable accommodations are carried out to assist an otherwise eligible applicant or resident with a disability to take full advantage of and use MHA's programs, including those that are operated by other agencies in MHA owned public space. **24 CFR § 8.20**. A modification or accommodation is not reasonable if it: **24 CFR § 8.21(b)** and **24 CFR § 8.24(a)(2)**
  - a. Causes an undue financial and administrative burden; or
  - b. Represents a fundamental alteration in the nature of MHA's program.
3. Subject to the undue burdens and fundamental alterations tests, MHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of MHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, MHA shall comply with all requirements and prohibitions in applicable law. Specific actions are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.4**
4. Facilities and programs used by applicants and residents shall be accessible to persons using wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the MHA has such facilities) will be usable by residents with

a full range of disabilities. If MHA offers such facilities, and none is accessible, someone will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.2**

5. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.6**
6. Examples of reasonable accommodations include, but are not limited to: **24 CFR §8.4**
  - a. Making alterations to a MHA apartment to make it fully accessible so it could be used by a person in a wheelchair;
  - b. Transferring a resident (at MHA's expense) who needs a fully accessible unit from an apartment that cannot be made accessible to an apartment that is accessible (this may require moving the resident from one property to another);
  - c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
  - d. Adding or altering apartment or building features so they may be used by a family member with a disability, including but not limited to:
    - i. Installing strobe-type flashing light smoke detectors and flashing light/doorbell for a family with a hearing impaired member;
    - ii. Adding structural grab bars in the bathroom;
    - iii. Changing the doorknobs to lever-type door handles;
    - iv. Installing a magnifier over the thermostat;
    - v. Switching the bathtub to a shower;
    - vi. Lowering the peephole on the door;
  - e. Permitting a family to have a large dog to assist a family member with a disability in a MHA family development where the size of dogs is usually limited; **24 CFR § 8.20**
  - f. Making sure that MHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
    - i. Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with MHA staff;
    - ii. Using personal visits, interviews or telephone calls to convey information to an applicant or resident who cannot read;
    - iii. Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with MHA staff;
    - iv. Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with MHA if the individual desires such representation;
    - v. Permitting an outside agency or individual to assist an applicant with a disability to meet the MHA's applicant screening criteria.

- g. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. **24 CFR § 8.3**
- h. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, MHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
  - i. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, MHA may terminate the lease. **24 CFR § 8.2**
  - j. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
  - k. If an applicant or resident would prefer not to discuss his/her disability with the MHA, that is his/her right.
    - l. Any request that requires a certified verification, must be submitted directly to MHA by the qualified person making the certification.

#### **E. Accessibility and Plain Language**

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some<sup>1</sup> must be made so, subject to the undue financial and administrative burden test. (Required, 24 CFR § 8.20 and 8.21)
2. Documents used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments as necessary if all appropriate MHA and family efforts have failed to satisfy applicants/residents understanding (Required, 24 CFR § 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed<sup>2</sup>.

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<sup>1</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

<sup>2</sup> 24 CFR § 5.502 requires that for any notice or document (decision, declaration, consent form, etc.) that subpart E requires MHA to provide to an individual, or MHA is required to obtain the signature of an individual, MHA , where feasible, must arrange for the document to be provided to the individual in a language that is understood by the individual if the individual is not

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but MHA will present examples to help applicants and residents understand the issues involved as necessary if all appropriate MHA and family efforts have failed to satisfy applicants/residents understanding. In writing materials for applicants and residents, MHA staff will keep in mind that learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. (Required, 24 CFR § 8.6)

4. At the various points of initial contact with all applicants, MHA staff will ask if they will require an alternate form of communication. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. (Required, 24 CFR § 8.6)

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. MHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired [Required, 24 CFR § 8.6] because the Fair Housing law makes no such requirement).

6. At a minimum, MHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

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proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

## **II. Eligibility for Admission and Processing of Applications**

### **A. Affirmative Marketing**

1. MHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages, and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will consider the level of vacancy in the MHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list population characteristics. MHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (Affirmative Marketing Requirement, 24 CFR §200.600).

2. Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. [Required, 24 CFR §200.640];
- (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) MHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

### **B. Eligibility for Admission (24 CFR §960.201)**

1. It is MHA's policy to admit only eligible applicants.

2. An applicant is eligible if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XVI(22)of this policy;
- (b) Meets the HUD requirements on citizenship or immigration status; [Required, 24 CFR § 5.508]
- (c) Has an Annual Income (as defined in Section XII of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.
- (d) Provides documentation of social security numbers for all family members of any age or certifies that they do not have social security numbers (as defined in Section XII of this document); [Required, 24 CFR § 5.216]
- (e) Meets or exceeds the Application Selection Criteria set forth in Section II. Of these policies [Required, 24 CFR § 960], including and successfully completing a MHA-approved pre-occupancy orientation session.

### C. Waiting List Management

1. It is the policy of MHA to administer its waiting list as required by the regulations at 24 CFR §§ 960.201 through 960.208).

#### 2. Opening and Closing Waiting Lists

- (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.
- (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
- (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

#### 3. Determining if the Waiting List may be closed

MHA will use its **Procedure on Waiting List Closure** to determine whether the waiting list(s) may be closed.

#### 4. Updating the Waiting List

- (a) Beginning in January of 2001 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>3</sup>.  
If, after one attempts in writing<sup>4</sup>, no response is received, MHA will withdraw the names of applicants from the waiting list.  
At the time of initial intake, MHA will advise families of their responsibility to notify the MHA when their circumstances, mailing address or phone numbers change.
- (b) MHA will not remove an applicant's name from the waiting list except in accordance with this procedure or noted elsewhere within this policy.

#### 5. Changes in Preference Status While on the Waiting List

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact MHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and

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<sup>3</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>4</sup> The written communication will be sent by first class mail.

time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

#### D. Processing Applications for Admission

1. MHA will accept and process applications in accordance with applicable HUD Regulations and MHA's **Procedure on Taking Applications and Initial Processing**. MHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be subject to verification later in the application process.

##### 1. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the MHA Site Office for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to MHA's **Procedure on Verification**, to determine qualification for admission to MHA's housing:
    - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
    - (ii) Annual Income
    - (iii) Assets and Asset Income
    - (iv) Deductions from Income
    - (v) Preferences
    - (vi) Social Security Numbers of all Family Members (vii) Information Used in Applicant Screening
    - (viii) Citizenship or eligible immigration status of all family members
  - (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. When it is not possible to obtain third party written verification, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications (utilize the HA verification policy).
  - (c) Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.508. Citizens are permitted to certify to their status.
2. Applicants reporting zero income or low-income of \$200 or less per month may be asked to complete a family expense form. The form will ask applicants to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. The form is designed to capture regular cash and non-cash contributions to the family from persons outside the household. (If a "zero income" family is admitted, redeterminations of income will be performed every 30 days). See Section VII C, Periodic Reexaminations, of this policy.
  3. MHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant's race and ethnicity; the determination by MHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

## **E. The Preference System**

**1. It is MHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet MHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

### **2. Factors other than preferences that affect the selection of applicants from the waiting list**

Before applying its preference system, MHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics "match" the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with **accessible features**, MHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, MHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below.

### **3. Ranking Preferences**

There are 3 local preferences in effect: An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (as defined in Section XVI).

### **4. Method of Applying Preferences**

MHA will rank applicants as Homeless, Displacement, Working Family, or no-preference. Applicants with equal Local preferences will be sorted by oldest application on file. (See CFR § 960.206)

- (a) MHA will house applicants on the waiting list by selecting first from the Homeless applicants, then from Displacement applicants, then from Working Family applicants, and then, if the Working Family applications are exhausted, by selecting from the Non-preference applicants.

- (b) MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ration set forth in the Tenant Selection and Assignment Plan (TSAP).
- (c) MHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

## 5. Definition of Homeless, Displacement, and Working Family Preference

MHA defines "Homeless" as:

- (a) Individuals or Families living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided, and were in shelter or a place not meant for human habitation immediately prior to entering that institution.
- (b) Individuals or Families who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing.
- (c) Families with children who are fleeing or attempting to flee domestic violence, and have no other residence, and lack the resources or support networks to obtain other permanent housing.

Applicants MUST be identified by the City of Little Rock or other social service organizations as being homeless and referred to MHA as meeting the one of the aforementioned definitions of "Homeless" to qualify for the Homeless preference. In addition, the organizations must have an active partnership agreement with MHA for the referral to be valid.

MHA defines "Displacement" as:

MHA defines Displacement Preference to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, through no fault of their own by governmental action.

MHA defines "Working Family" as:

MHA defines Working Family to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section XVI. Additionally, persons who are elderly or disability automatically qualify for this preference.

Although the Working Family preference has several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Working Family preferences does not rank any higher than a family that has only one member qualifying for the Working Family preference.

## **6. Withholding Preferences**

As required by law, MHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or MHA staff. [Required, 24 CFR §960.204] MHA may grant an admission preference in any of the following cases:

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

## **7. Designated Housing**

The preference system will be used to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations. The ability to provide preferences for some family types will depend on unit size available.

- (a) Projects designated for the elderly: Only elderly (age 62 or older) can live in a HUD-approved elderly building. No other type of family is eligible for admission to a designated elderly building.

## **8. Administration of the Preferences**

- (a) MHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 180 days old at the time of certification.
- (b) At the time of application, MHA will obtain the family's certification that it qualifies for a preference. Between application and the application interview, the family will be advised to notify MHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of application and cannot verify current preference status at the time of certification will lose their preference status and their position on the waiting list. Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.
- (e) For homeless applicants only, the screening criteria with respect to criminal history shall focus only on the Federally mandated exclusions of persons convicted of manufacturing methamphetamines on the premises of Federally assisted housing and persons required to register as sex offenders. Beyond these two criteria, a criminal history shall be considered

for all convictions within one (1) year from the date of application so long as they are willing and able to refrain from violent actions and drug related criminal activity that would be a threat to others.

- (f) Families that claim a preference at application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

#### **9. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]**

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) MHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with MHA's designee to review the determination.
- (b) If the applicant requests the meeting, MHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the MHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the MHA's decision to deny the preference.

#### **F. Applicant Selection Criteria**

1. It is MHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

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

2. How MHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application,

in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHA.

- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
  - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [Required, 24 CFR § 960.202 & 205 (b)]
  - (ii) Adversely affect the physical environment or financial stability of the project; [Required, 24 CFR § 960.202 & 205 (b)]
  - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
  - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
- (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification, as appropriate. [Required, 24 CFR § 960.206 (a) &(b)]
- (d) MHA will complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time while on the waiting list) before initiating the full screening process. MHA will not make offers to families who owe back balances. [See 24 CFR § 960.205 (b)(1)]
- (f) MHA will complete a criminal background and sex offender check on all adult applicants or any member for whom criminal records are available.
- (g) MHA may complete a home visit when the applicant's rental history is not favorable and the MHA determines it necessary to conduct further verification or is part of a Denial Hearing investigation. Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.
  - (i) Housekeeping criteria shall include, but not be limited to:
    - a) Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entranceways, halls, and yard (if applicable);
    - b) Cleanliness in each room; and
    - c) General care of appliances, fixtures, windows, doors and cabinets.
  - (ii) Other MHA lease compliance criteria will also be checked, such as:
    - a) Evidence of destruction of property;

- b) Unauthorized occupants;
  - c) Evidence of criminal activity; and
  - d) Conditions inconsistent with application information.
- (iii) All applicants shall have at least two days' advance written notice of Home Visits.
- (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (h) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:
- The applicant's past performance in meeting financial obligations, especially rent and utility bills.
  - A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. [Required, 24 CFR § 960.202]
  - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. [Required, 24 CFR § 960.205 & the Anti-Drug Act of 1988 H.R.5210]
  - A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - An applicant's ability and willingness to comply with the terms of MHA's lease. [24 CFR § 8.2 Definition: Qualified Individual with Handicaps]
  - Have previously been evicted from public housing.
  - Committed acts, which would constitute fraud in connection with any federally, assisted housing program.
  - Did not provide information required within the time frame specified during the application process.
  - Convicted of drug-related criminal activity or violent criminal activity. The MHA shall prohibit admission to any household that includes and individual who is subject to a lifetime registration requirement under a state sex offender registration program.
  - Has been convicted of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that MHA permanently bar any individual with such a conviction.
  - During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents or staff.
  - The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible.

In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

- The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information or source used in accordance with Criminal Records Management Policy.
- If the applicant is a former Public Housing or Section 8 participant who vacated Unit in violation of his lease, the applicant may be declared ineligible.
- If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
  1. The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  3. Has otherwise been rehabilitated successfully; or
  4. Is participating in a supervised drug or alcohol rehabilitation program.

Note: The above list is not intended to be all-inclusive. Applicants may be denied admission if the HA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

- If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal meeting with the HA. A HA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.
- As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for above:

A. Denied admission for one (1) year for the following:

1. Applicant must have no history of disturbing neighbors, destroying property, or negative living and housekeeping habits at prior and/or current residences.
2. Applicant must have no history of subletting.
3. Applicant demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

B. Denied admission for three (3) years for the following:

Applicant has been evicted because of drug-related criminal activity from housing assisted under the U.S. Housing Act of 1937 (e.g. Public Housing or Section 8) or convicted of drug-related criminal activity beginning on the date of such eviction or conviction.

C. Denied admission permanently for the following:

1. Applicants who have been convicted of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that MHA permanently bar any individual with such a conviction.
2. An applicant that is subject to a registration requirement under a State sex offender registration program. HUD regulations require that MHA permanently bar any individual subject to such requirements.

- (i) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (j) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.<sup>5</sup> [24 CFR § 8.2 Definition: Qualified Individual with Handicaps] Availability of assistance is subject to verification by MHA.

3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and, factors that might indicate a reasonable probability of favorable future conduct. To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable. [Required, 24 CFR §960.205(d)]
- (b) Mitigating circumstances<sup>6</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease

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<sup>5</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

<sup>6</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.205 (d)

compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances claimed by the applicant or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include: [Required, 24 CFR § 960.205 (d)],
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. MHA will consider such circumstances in light of:
  - (i) The applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
  - (ii) The applicant's overall performance with respect to all the screening requirements; and
  - (iii) The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.
  - (f) MHA will not use open (unresolved) arrest without conviction for either violent or drug related criminal activity when processing applications. MHA will make a determination on a case by case basis, once the arrest is resolved by either acquittal, dismissal, conviction or a plea of guilt. MHA will take into account the severity of the charge and rehabilitation efforts, in the event a decision is made to deny an applicant. MHA will also run an annual criminal background check on these applicants, once they are housed.

#### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; [Required, 24 CFR § 5.403]
  - (ii) Eligibility of the applicant with respect to income limits for admission; [Required, 24 CFR § 5.603]
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § 5.508]
  - (iv) Unit size required for and selected by the MHA;
  - (v) Preference category (if any) to which the family is entitled; [24 CFR § 960.206] and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [Required, 24 CFR § 960.202]

(vii)-Eligibility of the applicant and all adult members of the household using the Dru Sjodin National Sex offender Database (website <http://www.nsopw.gov>) to confirm that the applicants are not Lifetime registered sex offenders. This screening should also include background checks on juvenile household members to the extent allowed by state and local law.

- (1) In order to request information necessary to screen applicants for lifetime sex offender registration requirements, the O/A's, and MHA application shall include a question asking whether the applicant or any member of the applicant's household is subject to a lifetime state sex offender registration program in any state. Failure to respond to this question will jeopardize the approval of the application.
- (b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. [Required, 24 CFR § 960.208] However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location. [Required, 24 CFR § 960.206(e)]
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [Required, 24 CFR § 960.208]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

## G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and under-utilization. It is also fully compliant with HUD rules related to Occupancy Standards.

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

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u>	<u>Max Persons/Unit</u>
	<u>(Largest Unit Size)</u>	<u>(Smallest Unit Size)</u>

0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10
6BR	10	12

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, or couple, to occupy the same bedroom, although they may do so at the request of the family.
  - (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
  - (c) Two children of the opposite sex 5 years of age and older will not be required to share a bedroom, although they may do so at the request of the family.
  - (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, MHA may count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, court order custody, or is away at school. Factors that might affect the decision: length of time the family member would be housed, ages of the family members, and ability to use the living room as sleeping quarters.
  - (e) A single head of household parent shall not be required to share a bedroom with his/her child over the age of four, although they may do so at the request of the family.
  - (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The MHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.
3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the MHA will choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the MHA's decision could include cultural standards; length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the MHA's choice, they will be placed on the appropriate waiting sublist by unit size.

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

### III. Tenant Selection and Assignment Plan

## For Parris Towers, Powell Towers, Cumberland Towers, Sunset Terrace, and Scattered Sites

#### A. Organization of the Waiting List

##### 1. Site Based Waiting List

It is MHA's policy that each applicant shall be assigned his/her appropriate place on a Site Based waiting list, in sequence based upon:

- Type and size of unit needed by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority, if any; and
- Date and time the application is received.

MHA will maintain its waiting list in the form of records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

#### B. Unit Offers to Applicants

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is described below. The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. MHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

3. Further, in the selection of a family for a unit with accessible features, MHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. In selecting applicants for offers of units, MHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, MHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 (H.R. 4194) and local housing needs and conditions.

5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the MHA will make an offer to an applicant who does not qualify for a local preference. Certain types of transfers will also be processed with new admissions. See Section G. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 3 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone the MHA will send a letter by first class mail.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

### C. Due Process Rights for Applicants

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep MHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>7</sup>; or
4. The application is withdrawn because the MHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA<sup>8</sup> either by returning the update postcard or in person, bringing proof of identity;
  - When three working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent a second letter by first class mail;
  - If an applicant contacts the MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
  - When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
5. Persons who fail to respond to MHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances MHA shall reinstate these individuals to their former waiting list positions.

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<sup>7</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

<sup>8</sup> Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

#### D. Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of MHA, clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of "good cause" for refusal of an offer of housing include, but are not limited to:

- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no UPCS deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
  - The unit is inaccessible to source of employment, education, or job training, or educational program for children with disabilities<sup>9</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or an educational program for children with disabilities;
  - The family demonstrates to MHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must offer specific and compelling documentation 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 (each as listed on 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; or
  - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
  - The applicant is serving in a sequestered jury at the time of the unit offer.
2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)
3. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

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<sup>9</sup> If the applicant has a child participating in such a program.

## **E. Dwelling Units with Accessible/Adaptable Features**

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:
  - First, to a current occupant of another unit of the same development, or other public housing developments under MHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
  - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

## **F. Leasing and Occupancy of Dwelling Units**

Initial intake and applications for admission and transfer will be processed at the Site Office. Waiting list management, screening, and assigning of housing (including transfers) will be made from the Site Office, to be monitored by the Property Manager and Director of Public Housing. Offers may be made in person, in writing or by phone from the Site Office or the development.

## **G. Transfers**

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>10</sup> transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of five admissions to each transfer when MHA occupancy rates are at 95% or higher. The specific definitions of each type of transfer are covered in Section VI, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section D above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
4. Tenants are entitled to use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

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<sup>10</sup> If the MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

## **IV. MISSED APPOINTMENTS**

An applicant or tenant who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

1. Complete Application
2. Bringing in Verification Information
3. Briefing prior to Occupancy
4. Leasing Signature
5. Inspections
6. Recertification
7. Interim Adjustment
8. Other Appointments or Requirements to Bring in Documentation as Listed
9. Scheduled Counseling Sessions
10. Move-In appointments

Process When Appointment(s) Are Missed: - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/tenant, the HA will comply with decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officers decision.

Letters Mailed to Applicants by the HA: - If an applicant claims they did not receive a letter mailed by the HA that requested the applicant to provide information or to attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

## V. Leasing Policies

### A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [Required, 24 CFR § 966.4].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by an authorized representative of MHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed at the Site Office or Development.
4. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (c)(3)]
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) An appropriate rider will be prepared and made a part of the existing lease except for interim redetermination of rent or family composition or policies, rules, or regulations. [24 CFR§966.5] . All copies of such riders or insertions are to be dated and signed by the Resident and an authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]

6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents are required to notify the Property Manager and make arrangement to secure the unit and provide a means for MHA to contact the resident in the event of an emergency. Failure to advise MHA of an extended absence is grounds for termination of the lease.

### B. Showing Units Prior to Leasing

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with MHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the Site Office will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **MHA Procedure on Taking Applications and Initial Processing**.)
2. Once the unit is shown and the applicant accepts the unit, the Site Office will execute a lease. If the applicant refuses the unit, a signed reason for refusal will be obtained from the applicant, if possible. The form is then reviewed by the Site Office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR§ 966.4 (i)]
3. The Site Office will show and lease units of the appropriate size.

If an exception to MHA's largest unit standard is approved for the applicant, this information will be noted in the resident folder. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

### C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR § 966.4(a)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR § 966.4 (f) & (c)(2)] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, MHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the MHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from MHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child (ren) over the age for which juvenile justice records are available;
- (d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and
- (e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by MHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Property Manager, unless otherwise posted. Visits of more than three and less than 14 days are permitted, provided they are reported to the Property Manager within 72 hours and authorized by the Property Manager. Visits of more than 14 calendar days shall be authorized only by the Director of Public Housing with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

7. Residents will not be given permission to allow a former resident of MHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)] The resident has the responsibility to report the move-out within 10 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as new applicant households for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by MHA in making determinations under this paragraph.

9. Marriage: Both parties of marriages must pass initial screening. Failure to pass screening by either member disqualifies both parties from admission to Public Housing. At any time either party of the marriage is disqualified from Public Housing, both parties of the lease will be terminated.

## VI. Transfer Policy

### A. General Transfer Policy

1. It is MHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [Required, 24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee. Residents wanting to transfer to another Site or Development must make application at the Site or Development the wanting to move to must be placed on Wait List as all other applicants and following the same eligibility/screening process as all other applicants.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

### B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

(a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by MHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

**These transfers shall take priority over new admissions.**

(b) Category 1 Administrative Transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

**These transfers shall take priority over new admissions.**

Requests for these transfers will be made to the Site Office. The Resident shall provide the necessary documentation to substantiate the need for transfers. Transfers may also be initiated by MHA (e.g. moving a person with mobility problems to a unit with accessible features).

(c) Category 2 Administrative Transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (under the MHA's standards) as described below.

**These transfers can take priority over new admissions.**

Category 2 transfers to correct occupancy standards will only be made if the family size is so large that the household members over age 4 would equal more than two persons per bedroom (underhoused). These transfers are mandatory.

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative Transfers are mandatory transfers within sites or between sites may be made to: transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms (overhoused). Correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions. They can be processed at the rate of one transfer to five admissions.

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

These transfers can take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.

2. Whenever feasible, transfers will be made within a resident's area.

### C. Processing Transfers

1. A site based transfer waiting list will be administered by Site Office. Property Manager is responsible for submitting requests for transfer including necessary documentation to Director of Property Management for approval.
2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:
  - First: Emergency transfers, then
  - Category 1 Administrative Transfers,
  - Category 2 Administrative Transfers,
  - Incentive Transfers, at a rate of (3) three transfers to each admission, when occupancy rates are above 95%.
  - Category 3 Administrative Transfers at a rate of (5) five transfers to each admission. , When occupancy rates are above 95%.

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under-housed status.
4. Residents in a Category 2 under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Site Office will record transfer recommendations and forward to Director of Property Management for review.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, MHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits MHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 5 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

#### **D. Good Record Requirement for Transfers**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- (a) Have not engaged in criminal activity that threatens the health and safety of residents and staff;
- (b) Do not owe back rent or other charges, or evidence a pattern of late payment;
- (c) Meet reasonable housekeeping standards and have no housekeeping lease violations; and
- (d) Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements will be made for emergency transfers or may be made when it is to MHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the Director of Property Management taking into account the recommendation by the Property Manager.

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

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

#### **E. Incentive Transfers**

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - MHA may occupy recently modernized and scattered site units through incentive transfers. Depending on MHA's vacant unit status, modernized units will be filled

with incentive transfers, new applicants, or a combination of both. MHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.

(b) Resident requests for incentive transfers should be made to the Director of Public Housing. Property Manager may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met.

- (i) Residency in a MHA development for at least three years.
- (ii) No more than one repayment agreements, or unpaid balances at any time in the past two (2) years.
- (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
- (iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers.
3. No exceptions will be granted to the good record requirement for incentive transfers.
4. Denial of an Incentive Transfer is subject to the Grievance Procedure.

#### F. Cost of Transfers

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the Property Manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA may be paid for or made by MHA.
2. The Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being overhoused/underhoused.

## **VII. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members**

### **A. Eligibility for Continued Occupancy**

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

1. Qualify as a family as defined in Section XIII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, of any age, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.508]
5. Who are in compliance with the MHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).
6. The Recertification/Reexamination documents include a question asking whether the tenant or any member of the tenant's household is subject to a lifetime state sex offender registration program in any state. This information will be verified by using the Dru Sjodin National Sex Offender Database and this documentation will be maintained in the resident's file.
7. Reexaminations are done annually at each site for each resident. Notification of the reexam process must begin at least 120 days prior to the effective date of the reexam. Verifications must be dated within 60 days of the reexam or interim effective date. The anniversary date for each resident reexam to be effective is the date of move in.
8. Has an Annual Income (as defined in Section XII of this document) that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.

### **B. Work Activity as a Condition of Continued Occupancy (See PIH 2011-33)**

Tenants of Powell Towers and Scattered Sites are subject to the following requirements as a condition of continued occupancy:

1. MHA shall require residents to engage in 20 hours per week of work activity, [Section XVI, 24 CFR 5.603 and the Social Security Act 42 USC 607(d)].
2. If tenant becomes unemployed or underemployed, MHA may relocate affected households to another public housing unit within its jurisdiction. The alternate unit must satisfy the household's occupancy needs including being of an equivalent size and with any needed accessibility features. However, if a tenant at one of these developments becomes unemployed or underemployed as a result of becoming disabled, the tenant must be allowed to remain at the development.
3. MHA shall give affected households a reasonable period of time to search for new employment, enroll in a job training program or in an economic self-sufficiency program. An economic self-sufficiency program is defined as any program designed to encourage, assist, train or facilitate economic independence of HUD-assisted families or to provide work for such families. [24 CFR 5.603(b)]

4. A family where the head, spouse, or sole member is employed shall meet the requirement for work activity. Households where the head and spouse, or sole member is age 62 or older, or is a person with disabilities would also be eligible to reside at developments where work activity is a condition of continued occupancy.

#### C. Remaining Family Members and Prior Debt

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. MHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

#### D. Periodic Reexamination

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families, except those paying Flat rents, for whom reexaminations of income will occur every three years. [24 CFR § 960.257]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income or low income of \$200 or less per month will have their circumstances examined every 30 days until they have income. Persons claiming zero income will also be asked to complete a family expense form. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items. Regular contributions towards these or other expenses will be calculated as income. (See also VII.F. Verifying Annual Income).

#### 5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder.
- (c) A credit check may be run at recertification to help detect any unreported earned income, and family members not reported on the lease See Section XII. Verification Standards and Enterprise Income Verification System (EIV). [24 CFR §§ 960.257 & 259] **EIV REPORT MUST BE DONE ON EACH RESIDENT AT REEXAMS. EIV REPORT MAY ALSO BE DONE AT OTHER TIMES DURING TENANCY.**
- (d) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.

- (e) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR Part 5]
- (g) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

#### 6. Action Following Reexamination

- (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § 966.4 (c) & (o)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c)(3)]

## VIII. Interim Rent Adjustments: Fixed Rent System

### A. Rent Adjustments

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

INCOME CHANGE	MHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts 30 days <sup>11</sup> . Increase in income following MHA granting of interim rent decrease.	MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	MHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, will grant the disallowance.
(c) Increase in unearned income (e.g. COLA adjustment for social security.)	MHA will defer the increase to the next regular reexamination.
(d) Increase in income because a person with income (from any source) joins the household.	MHA will process an interim increase in rent if the income change will last more than 30 days.

2. **Annual Income excluded (EID):** The entire amount of increased earned income is excluded for the first 12 months following the point when the employment begins, and 50-percent of the increased amount is excluded for the second 12 months after the beginning of employment. There is a maximum term for the combined full and 50-percent exclusion of 48 months beginning the month following the time of the first employment-related exclusion. If residents fail to report in a timely manner, the MHA may assume that they are still employed and that the exclusion period is still in effect. Note: See Section XII, B. 13.

3. MHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. MHA will simply make a note of the reported increase in the resident's file. MHA will process interim increases in rent in accordance with the information below: [24 CFR § 960.257 (b)]

4. Interim Redetermination of Rent: - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's

<sup>11</sup> Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

- income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.
- B. The starting of employment or receiving of unemployment benefits of the family head, spouse, or other wage earner eighteen (18) years of age or older, unless income qualifies for EID.
  - C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
  - D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
  - E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.
  - F. A tenant who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.
5. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Property Manager.
6. MHA will process interim adjustments in rent in accordance with the following policy:
- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
  - (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
7. Residents granted a reduction in rent under these provisions may be required to report for special reexaminations at intervals determined by the MHA. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.
- B. Effective Date of Adjustments**
- Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.
- 1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
  - 2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

### **C. Failure to Report Accurate Information**

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. MHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with MHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

## **IX. Lease Termination Procedures**

### **A. General Policy: Lease Termination**

It is MHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (l)(2)] and the lease terms.

### **B. Notice Requirements**

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MHA employees; and any drug-related criminal activity. [24 CFR § 966.4 (l)(3)]

2. Notices of lease termination may be served personally and posted on the apartment door.
3. The Notice shall include a statement describing rights of any resident with a disability to meet with the MHA designee and determine whether a reasonable accommodation could eliminate the need for the lease termination.
4. HUD Notice, PIH 2006-23 Informs Public Housing Agencies of the passage of Violence Against Women Act (VAWA). Violence Against Women Act prohibits the eviction of, and removal of assistance from, certain persons living in public housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United State Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).
5. MHA will not use open (unresolved) arrest without conviction for either violent or drug related criminal activity. MHA will make a determination on a case by case basis, once the arrest is resolved by either acquittal, dismissal, conviction or a plea of guilt. MHA will review the nature of all charges and rehabilitation efforts when making final decision of lease termination. This applies to all adult household members.

### **C. Recordkeeping Requirements**

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

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

### **D. Lease Term and Notice To Vacate**

The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease. If the tenant submits a "notice to vacate" to vacate the premise prior to the end of the term of the lease the notice must be given 30 days in advance of the tenant vacating. The lease can only be terminated on the last day of the 30

Day "Notice to Vacate." The tenant may vacate prior to the end of the 30 Day "Notice to Vacate," but the lease will still be in effect until the last day of the 30 Day "Notice to Vacate." Once vacated the MHA will take possession. No partial or pro-rated monthly payments will be refunded.

## **X. Utilities**

In certain of MHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by MHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. [24 CFR §§ 965 & 966.4 (b)(2)]

### **A. Resident-Paid Utilities**

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

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the resident.
3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
5. Maintaining utility services and paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

### **B. Excess Utility Charges**

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the MHA. Monthly the check meters shall be read by the MHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

## XI. Flat Rents

### **A. Flat Rents [24 CFR §960.253(b)]**

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998, and are based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the MHA could promptly lease the public housing unit after preparation for occupancy.. Accordingly, flat rents will vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents will be offered the choice of paying an income-based rent or the Flat rent. Tenants that select flat rents will not receive a utility allowance or reimbursement. Flat rents represent the actual market value of MHA's housing units. Accordingly, MHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Size of MHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of MHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at MHA's properties and in the surrounding neighborhood
- Crime in MHA's developments and the surrounding neighborhood
- Quality of local schools serving each MHA development
- Availability of public transportation at each MHA development
- Availability of accessible units for persons with mobility impairments.

### **B. Annual Update of Flat Rents**

Federal rules require MHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the MHA property or the surrounding neighborhood would affect MHA's flat rents at selected developments.

### **C. Recertification of Families on Flat Rents**

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

## **XII. Non-Smoking Policy**

### **A. General:**

1. Accumulating evidence has shown environmental or second hand tobacco smoke increases the risk of cancer, heart disease, stroke, lung disease, and other health hazards for non-smokers as well as smokers. Smoking related fires are deadly and costly. Going smoke free eliminates the source of smoke related fires. MHA has a vital interest in maintaining a healthy and safe environment for its residents, employees, volunteers, and visitors while respecting individual choice. Consistent with these concerns and the Arkansas Clean Indoor Act, which became effective July 21, 2006, restricts smoking statewide; the following policy has been established to restrict smoking of tobacco, or any other weed or plant, and provide procedures for accommodating the preferences of both smokers and nonsmokers.
2. Smoking of tobacco products is prohibited in all building (exceptions below) owned or managed by MHA as well as within 50 feet of entrance or exit, vehicles , and during some organized outdoor events on MHA property.

### **B. Smoke Free Areas**

1. Smoking is prohibited in or at:
  - Within 50 feet of any area where flammable materials are handled or stored, or where other significant fire hazard may exist
  - All enclosed buildings and facilities including apartments, offices, food service, venues, lavatories, and residence halls
  - Within 50 feet of building entrances and exits (when reasonable) and fresh air intake grills unless it is a specially designated smoking area
  - Partially or fully enclosed walkways, corridors, elevators
  - Vehicles owned, leased or rented by MHA
2. No smoking signs, or the international no-smoking symbol, will be posted at main entrances of all buildings.

### **C. Smoking Permitted Areas**

1. Smoking is permitted outdoors on MHA Property except during organized events which have been designated as "No Smoking". Individuals choosing to smoke outdoors must be 50 feet from doorways, open windows, enclosed walkways, and ventilation systems to prevent smoke from entering enclosed buildings and facilities, and to prevent public access from being denied to an individual with a respiratory medical condition.

### **D. Education and Services for Smokers**

1. In light of numerous adverse health effects associated with active smoking and with exposure to second hand smoke, MHA will provide educational services to residents, employees, and volunteers about the hazards of smoking and information and services on quitting smoking. In addition to

consulting with their own health care providers, residents, employees and volunteers may get assistance from the following MHA Programs.

- Residents and volunteers may contact the building Service Coordinator for information and programs on quitting smoking.
- Employees should contact their health provider for assistance in smoking cessation and may also obtain information on programs from the same through the Services Coordinator.

## **E. Cooperation and Compliance**

- A. This policy relies on the mutual courtesy and cooperation of smokers and nonsmokers for success. It is the responsibility of all members of the MHA Community to observe the provisions of this policy on smoking. Complaints, concerns, or disputes regarding its implementation should be referred to the immediate supervisor for resolution. If a resolution cannot be reached, the matter will be referred by the supervisor to the appropriate Department head, Director of Public Housing for mediation. Should a resolution not be reached, it will then be referred to the Executive Director of the MHA for resolution. Managers, Maintenance Foremen, and Directors are responsible for seeing that persons in their areas are informed and comply with this smoking policy. Those having difficulty complying with these restrictions are encouraged to seek assistance from the resources listed in Section D. Residents, employees and volunteers violating this policy are subject to disciplinary action. Any person who commits an unlawful act under the provisions of the Arkansas "Clean Indoor Air Act" shall be fined in an amount not less than ten dollars or more than twenty-five dollars for each violation.

## **F. Disposal of Tobacco Waste**

- A. Anyone who chooses to smoke or use smokeless tobacco on MHA premises must discard the waste in an appropriate manner.

### XIII. Pet Policy

#### PET OWNERSHIP POLICY

##### A. Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority. These rules do not apply to service or companion animals verified to be needed by a person with a documented disability who have a disability-related reason for needing an animal.

1. Common household pets as authorized by this policy means a domesticated animals, such as a cat, dog, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) warm blooded animal at any time, one 10 gallon fish tank or one cage with up to 2 birds. Visiting guests with pets will not be allowed. Additional pets found in the premises will be removed at the owners expense.
3. Each resident must register his/her pet with the Authority BEFORE it is brought onto the Authority premises, and must update the registration annually at the annual re-examination of income. The registration will include: (Appendix 1)
  - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
  - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
  - A signed agreement must be executed by an alternate caretaker (listing the name, address, and telephone number) who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
  - A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (Appendix 2)
  - The Authority may refuse to register a pet if:
    - 1) The pet is not a common household pet;
    - 2) The keeping of the pet would violate any applicable house pet rule;
    - 3) The pet owner fails to provide complete pet registration information;
    - 4) The pet owner fails to update the pet registration annually;
    - 5) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
  - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
  - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
    - 1) State the reasons for refusing to register the pet;
    - 2) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
    - 3) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed twenty five (25) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals.
5. No chows, pit bulls, Dobermans, rottweilers, or any other known fighter breed will be allowed on the premises.

6. All cat and dog pets shall be verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
7. In general occupancy developments, a non-refundable non-transferable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
8. Pets shall be quartered in the Resident's unit.
9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
10. No dog houses will be allowed on the premises.
11. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed.
12. Pets (dogs and cats) must be kept in the resident's apartment and not allowed to be in public areas without being on a leash. Pets must be kept in owner's arms when on the elevator, in the hallway or lobby area or high-rise buildings. The owner must prominently display rabies and license tags on the pet.
13. Owners shall clean up after pet after each time the animal eliminates.
14. Pets can be exercised in approved areas designated by the MHA.
15. Persons who own pets are recommended to purchase a personal liability policy; the resident may include this coverage in the Renters Insurance Policy. The tenant acknowledges by signing the lease agreement they are solely responsible for all personal and property damages caused by their pet. The coverage should be sufficient to protect the owner of damage caused by the pet to persons or property.
16. A non-transferable security deposit of \$150.00 is required to be held without interest, until such time as the owner moves out or until the pet is no longer with the resident. This deposit shall be applied against any and all damages caused by the pet or the owner's failure to clean up after the pet. This deposit will not be used to defray the cost of unrelated repairs.
17. Any pet determined to be dangerous or vicious as defined in the City of Little Rock Animal Service Code are prohibited from MHA property at all times.
18. Should the MHA have to exterminate a unit for fleas, ticks or other animal related pests, the cost of extermination shall be charged to the resident.
19. Prior to initial occupancy and annually thereafter, the pet owner must certify that the pet is housebroken or paper trained, and shall be responsible for cleaning up and proper disposal of pet waste daily inside the apartment and outside the building/unit. Pet waste will be put in a plastic bag and deposited in the dumpster. There will be a \$25.00 charge if this is not done.
20. No pet shall be allowed to make barking, whining, scratching or exhibit a threatening behavior that might disturb other residents or Housing Authority staff. The resident owning the pet will be asked to vacate or remove the pet from the premises if these conditions cannot be controlled.
21. Any applicable City and State Ordinances concerning pets will be complied with.
22. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph B3 below.
23. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
24. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
25. Residents will not feed or water stray animals or wild animals.
26. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).
27. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

1. NOTICE OF PET RULE VIOLATION (Appendix 3): When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:

- Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
- serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;

2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

3. The notice must state that the pet owner has ten (5) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;

4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;

5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.

6. PET RULE VIOLATION MEETING: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

- The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
- The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
- Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

7. NOTICE OF PET REMOVAL: If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

8. INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY: The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

If the health or safety of a 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, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet at the owners expense;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in C.1.b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

Nothing in this policy prohibits the Authority or the Appropriate City Authority from requiring the removal of any pet from the Authority property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community where the project is located.

#### E. APPLICATION OF RULES

1 Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.

2 All pet rules apply to resident and/or resident's guests.

#### III. PET AGREEMENT

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.

2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.

3. Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.

- If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
- This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.

4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

5. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and twenty five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

#### **XIV. Violence Against Women Act (VAWA)**

Metroploitan Housing Alliance, Notice of Occupancy Rights Under the Violence Against Women Act 17. To All Tenants and Prospective Tenants, The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking, regardless of sex, gender identity, sexual orientation, or age. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Public Housing Program for MHA Program is in compliance with VAWA. This notice explains your rights under VAWA. Attached to this notice is a copy of HUD's VAWA regulations. Also attached is a HUD-approved certification form for documenting an incident of domestic violence, dating violence, sexual assault, or stalking for a tenant who seeks the protections of VAWA as provided in this notice of occupancy rights and in HUD's regulations.

This rule amended HUD's regulations to fully implement the requirements of the Violence Against Women Act (VAWA) as reauthorized in 2013 under the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 provides enhanced statutory protections for victims of domestic violence, dating violence, sexual assault, and stalking. VAWA 2013 also expands VAWA protections to HUD programs beyond HUD's public housing and Section 8 programs, which were covered by the reauthorization of VAWA in 2005 (VAWA 2005). In addition to proposing regulatory amendments to fully implement VAWA 2013,

MHA shall attach to its lease to be signed by the tenant and MHA the Lease Addendum VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2013.

## XV. COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY

### A. Background

1. As all staff of MHA know, the Community Service requirement is only applicable to residents of public housing properties or residents living in ACC subsidized units at mixed finance properties. No one living in a multifamily property or a project based voucher property or using a tenant based voucher in a market rate unit at a mixed finance property is subject to the Community Service requirement.
2. MHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, MHA requires that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self sufficiency, as monitored monthly.
3. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).
4. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Manager.

### B. Definitions

Community Service – volunteer work which includes, but is not limited to:

1. 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.;
2. Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or girls Clubs, 4-H program, PAL, Garden Center, community clean-up programs, beautification programs, other youth or senior organizations;
3. Work at the Authority to help improve physical conditions;
4. Work at the Authority to help with children's programs;
5. Work at the Authority to help with senior programs;
6. Helping neighborhood groups with special projects;
7. Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
8. Caring for the children of other resident so they may volunteer.

NOTE: Political activity is excluded.

### **C. Self-Sufficiency**

Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education (junior college or college);
4. Vocational education;
5. GED classes;
6. Verifiable job search activities;
7. Apprenticeships (formal or informal);
8. Substance abuse or mental health counseling;
9. Reading, financial and/or computer literacy classes;
10. English as a second language and/or English proficiency classes;
11. Parenting classes;
12. Budgeting and credit counseling;
13. Any kind of class that helps a person toward economic independence;
14. Carrying out any activity required by the Department of Public Assistance as part of welfare reform;
15. The self sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

### **D. Exempt Residents**

PHAs are required to set out in their Admissions and Continuing Occupancy Policy (ACOP) how the PHA determines if an individual is exempt from the CSSR and the documentation needed to support the exemption. Exemptions for adult residents, as codified at 24 CFR 960.601, include persons who are:

1. 62 years or older;

2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual;
3. Engaged in work activities (see Notice PIH 2003-17 (HA)). 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" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  - a. Unsubsidized employment;
  - b. Subsidized private-sector employment;
  - c. Subsidized public-sector employment;
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e. On-the-job-training;
  - f. Job-search;
  - g. Community service programs;
  - h. Vocational educational training (not to exceed 12 months with respect to any individual);
  - i. Job-skills training directly related to employment;
  - j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  - k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
4. 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,
5. 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.

#### **E. Requirements of the Program**

1. The eight (8) Hours per month may be either volunteer work or self sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.

#### 4. Family obligations

- At lease execution or re-examination after February 1, 2000, all adult members (18 or older) of a public housing resident family must
  1. provide documentation that they are exempt from community Service requirement if they qualify for an exemption, and
  2. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community service requirement will result in nonrenewal of their lease.
- At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places fro signature of supervisors, instructors, or counselors certifying to the number of hours contributed.
- If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.

#### 5. Change in exempt status:

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

### F. Authority Obligations

#### 1. To the greatest extent possible and practicable, the Authority will:

- Provide names and contacts at agencies that can provide opportunities for residents, including disable, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement*); and
- Provide in-house opportunities fro volunteer work or self sufficiency programs.

2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member:
  - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members;
  - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the head of household to make up the deficient hours over the next twelve (12) month period;
  - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
  - The family may use the Authority's Grievance Procedure to protest the lease termination.

## XVI. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units -- 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 [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.

2. 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]

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

4. 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. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

6. Applicant - a person or a family that has applied for admission to housing.

7. Area of Operation - The jurisdiction of the MHA as described in applicable State law and the MHA's Articles of Incorporation.

9. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

10. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)

10. Care attendant - a person that regularly visits the unit of a MHA 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 MHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR § 5.603]

13. Designated Family - means the category of family for whom MHA 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)

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. (24 CFR § 5.403)

16. Displaced Person - A single person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]

17. Displacement Preference – An admissions preference awarded to applicants can verify that they are or will be displaced by a natural disaster declared by the President of the United States, or by governmental action (e.g. an eminent domain condemnation, code enforcement action, etc.).

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

19. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. (24 CFR § 5.403)

20. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]

21. Extremely Low Income Family – A Family who's Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

22. Family - The applicant must qualify as a family. (24 CFR §5.403) A "family" may be:

- A single person or a group of persons.
- A single person family may be:
  - An elderly person
  - A displaced person
  - A person with a disability
  - Any other single person
- A family with or without a child or children.
- A group of persons consisting of two or more elderly persons or disabled persons living together.
- One or more elderly or disabled persons living with one or more live-in aides.
- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

The MHA determines if any other group of persons qualifies as a "family". A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only

pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A child or children is a member of the family by natural birth, adoption, or legal guardianship.

Live-in Aides (Definition #27) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

23. 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 (24 CFR 5.603).

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

25. Individual with Handicaps, Section 504 definition [24 CFR § 8.3] -

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

- (a) A physical or mental impairment that:
  - Substantially limits one or more major life activities;
  - Has a record of such an impairment;
  - Or is regarded as having such impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic 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" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

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

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

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

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

NOTE: A person would be covered under the first item if MHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of MHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism.  
Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

26. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by MHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403).

MHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in aide is a single person.

(f) A Live-in Aide will be required to meet MHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

27. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families (42 USC 1437a(b)).

28. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (24 CFR § 5.603).

29. 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".

30. Mixed Population Project - means a public housing project for elderly and disabled families. The MHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

31. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. (24 CFR § 8.3)

32. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well being of the near-elderly person or persons. A near-elderly family may include other family members who are not near elderly. (24 CFR § 5.403)

33. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability (42 USC 1437a(b)(3))

34. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]

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

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

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

35. Person with disabilities<sup>12</sup> (42 USC 1437a(b)(3)) means a person<sup>13</sup> who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical or mental impairment that:
  - Is expected to be of long continued and indefinite duration;
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].

36. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. (24 CFR § 945.105)

37. Project, Section 504 - means 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]

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

- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the MHA.
- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the MHA as a part of

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<sup>12</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>13</sup> A person with disabilities may be a child.

the assisted program. The person may not be 'qualified' for a project lacking such services. (24 CFR § 8.3)

39. Scattered Sites- Those sites owned and managed by MHA, other than Parris Towers, Powell Towers, Cumberland Towers, and Sunset Terrace, are collectively known as "Scattered Sites."

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

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

42. Tenant Rent - The amount payable monthly by the Family as rent to MHA. 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 MHA 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).

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

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays any of the 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.

44. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross-reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

45. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility (24 CFR § 965.502).

46 Utility Reimbursement – Funds are reimbursed to the tenant, if the utility allowance exceeds the Total Tenant Payment. Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

47 Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development (42 USC 1437a(b)).

48. Work Activity- As used in this Section VII, the term "work activities" means—

- (a) unsubsidized employment;
- (b) subsidized private sector employment;
- (c) subsidized public sector employment;
- (d) work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- (d) on-the-job training;
- (e) job search and job readiness assistance;
- (f) community service programs;
- (g) vocational educational training (not to exceed 12 months with respect to any individual);
- (h) job skills training directly related to employment;

- (i) education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
- (j) satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
- (k) the provision of child care services to an individual who is participating in a community service program.  
[24 CFR 5.603 & 42 USC 607(d)]

49. Working Family Preference: An admissions preference granted when:

- (a) A family can verify employment of an adult member:

- (i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of MHA's offer of housing. Employment at the time of the offer must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.
- (ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.
- (iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to MHA and will have their lease terminated.
- (iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. [Required, 24 CFR 960.206; 24 CFR 5.105(a)]

- (b) A family can verify participation in a job-training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify MHA if it enters such a program while on the waiting list and provide documentation of participation to MHA. MHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.