



**PUBLIC HOUSING
ADMISSION AND
OCCUPANCY POLICY**

**Schuylkill County
Housing Authority**

Update
2017

Prepared by: T. Elias & Associates

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CHAPTER 1. CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

1.0 GENERAL PROVISIONS

This Policy is established in order that the Schuylkill County Housing Authority (SCHA), will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and all other Civil Rights requirements, regulations promulgated by the U. S. Department of Housing and Urban Development (HUD), the Annual Contributions Contract (ACC) between the Housing Authority and HUD, Universal Accessibility Act (PA Act 166) and State and local laws, with respect to admission and occupancy of the Low Rent Public Housing Program.

1.1 NONDISCRIMINATION LAWS

It is the policy of the Schuylkill County Housing Authority (SCHA) to comply with all applicable laws relating to Civil Rights, including:

- a. Title VI of the Civil Rights Act of 1964 (*24 CFR 1*)
- b. Title VIII of the Civil Rights Act of 1968, as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988. (*24 CFR 100*)
- c. Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 (*24 CFR 8*)
- d. *Section 504 of the Rehabilitation Act of 1973*
- e. Age Discrimination Act of 1975 (*24 CFR 146*)
- f. Title II of the Americans with Disabilities Act, to the extent that it applies; (Title II deals with common areas and public spaces, not living units), and Section 504 and the Fair Housing Act (which governs accessibility to the housing units).
- g. The Violence Against Women Act of 2005, as amended (VAWA)
- h. The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation of Gender Identity Final Rule, published in the Federal Register February 3, 2012.
- i. UNIVERSAL ACCESSIBILITY ACT (PA ACT 166) requires accessibility for persons with disabilities in certain new and rehabilitated residential and commercial property.

- j. Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted (24 CFR 960.103)
- k. Any other applicable state laws or local ordinances

The Authority will not discriminate because of race, color, sex, religion, age, familial status, disability, or national origin in the leasing, or other disposition of housing or related facilities, including land, that is part of any project under the Authority's jurisdiction covered by a contract for annual contributions under the U. S. Housing Act of 1937, as amended, or in the use or occupancy thereof (24 CFR 100.5) and will not:

- a. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- b. Provide housing which is different from that provided others, unless the housing has been specially adapted for use by persons with disabilities, where applicable and/or required;
- c. Subject a person to segregation or disparate treatment;
- d. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- e. Treat a person differently in determining eligibility or other requirements for admission;
- f. Deny a person access to the same level of services (*services must be accessible to disabled persons, whether services are offered by the Authority or by another service provider on the Authority's property*); or
- g. Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the housing program.

The Authority will not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine. (24 CFR 960.205).

1.2 AFFIRMATIVE DISABILITY-RELATED CIVIL RIGHTS REQUIREMENTS

The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 and the Fair Housing Amendments Act of 1988 the Authority will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24, and 8.25), make reasonable accommodations (24 CFR 100.204), or combinations of the two to permit people with disabilities to take full advantage of the housing program.

- A. In making reasonable accommodations or structural modifications to existing housing programs (see *24 CFR 8.24*) or in carrying out Other Alterations (see *24 CFR 8.23(b)*) for otherwise qualified persons with disabilities, the Authority is not required to:
1. Make each of its existing facilities accessible or make structural alterations when other methods can be demonstrated to achieve the same effect (*24 CFR 8.24*);
 2. Make structural alterations that require the removal or altering of a load-bearing structural member [*24 CFR 8.32 (c)*];
 3. Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level (*24 CFR 8.26*);
 4. Take any action that would result in a fundamental alteration in the nature of the program [*24 CFR 8.24 (a)(2)*]; or
 5. Take any action that would result in an undue financial and administrative burden on the Authority. [*24 CFR 8.24 (a)(2)*].
- B. When the Authority is making substantial alterations (defined in *24 CFR 8.23* as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility, Authority is not required to:
1. Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below grade level (*24 CFR 8.26*);
 2. Make structural alterations that require the removal or altering of a load-bearing structural member [*24 CFR 8.32(c)*]; or
 3. Make structural alterations to meet minimum accessibility requirements where it is structurally impractical. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [*24 CFR 8.32(c) and 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)*]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

1.3 Method for Responding to Requests for Reasonable Accommodation

1. The person requesting the reasonable accommodation is usually an expert in regard to his or her own disability and the accommodations that may be appropriate. Generally, the Authority presumes that the information the person provides concerning his or her own needs is accurate and the method proposed for accommodating those needs is the most appropriate.
2. This procedure for evaluating and responding to requests for a reasonable accommodation relies on a cooperative relationship between the Authority and the applicant/resident. The process is not adversarial.
3. A Request for a Reasonable Accommodation Form is utilized to assist the Authority and applicants/residents to identify situation. If an applicant/resident does not, or cannot, use the form, the Authority will complete the form and annotate the file and continue processing the request for an accommodation.
4. If the accommodation is reasonable (in accordance with the Policy Guidelines below), the Authority will grant the request.
5. Where the reasonable accommodation is requested by an applicant in order to overcome negative information, or by a resident in order to overcome a lease violation, the Authority will make the following additional determinations:
 - What is the essential impact of the negative information or lease violation? How serious is it, and exactly how does it impact us?
 - Does the requested accommodation eliminate, or satisfactorily reduce, the essential impact, so that the person can occupy the housing with a reasonable expectation of success.
6. If the requested accommodation is reasonable and produces a reasonable expectation of success, the Authority will grant the request.
7. Reasonable accommodations will be focused on the individual and designed to address each person's situation.
8. In some cases, reasonable accommodations may be perceived (incorrectly) by non-disabled residents as conferring a special advantage on a person with disabilities; however, the Authority will not base its decisions on how the decisions will be perceived, but rather on whether the accommodation is effective in removing the barriers which inhibit a person with disabilities from accessing and using the housing program.
9. Communication under this policy will be in plain language, in a format appropriate to meet the communication needs of the person with disabilities. Where the following procedures refer to written documents, this plain language directive shall apply and alternative formats will be used in order to communicate information and

decisions to the applicant or resident/participant. Documents for use by persons with vision or hearing impairments will be made available to them.

10. Any meetings required by this policy will be held in an accessible location.

Procedure 1: Communication with Applicants and Residents/Participants

1. All applicants will be provided a Request For A Reasonable Accommodation Form ("Request Form") at the time of application
2. All residents/participants will be provided the Request Form again at the time of recertification, upon notice of lease violation, and upon request.
3. The Authority will respond in writing to all Request Forms.
4. All decisions to grant or to deny a request for reasonable accommodations will be communicated in writing.

Procedure 2: Sequence for Making Decisions

1. Is the applicant/resident/participant a qualified "individual with disability"?
 - a. If NO, the Authority is not obligated to make an accommodation, and may deny the request.
 - b. If YES, go to step 2 below.
 - c. If more information is needed, either write for more information using the standard Request For Information letter, or request a meeting using the standard Request For Meeting letter.
2. Is the requested accommodation related to the disability?
 - a. If NO, the Authority is not obligated to make the accommodation, and may deny the request.
 - b. If YES, go to step 3 below.
 - c. If more information is needed, either write for more information using the standard Request For Information letter, or request a meeting using the standard Request For Meeting letter.
3. Is the requested accommodation reasonable? The Authority will make this determination by following the Policy Guidelines For Determining Reasonableness as stated below.

- a. If YES, the Authority will approve the request for reasonable accommodation. A written description of the accommodation will be prepared and included in the approval letter.
- b. If NO, the Authority may deny the request. Denial will be made in writing.
- c. If more information is needed, either write for more information using the standard Request For Information letter, or request a meeting using the standard Request For Meeting letter.

Policy Guidelines for Determining Reasonableness

1. In most instances the Authority will accept the judgment of the person with a disability that an accommodation is needed. However, the Authority retains the option to require the person with disabilities to show the need for an accommodation to enable him/her to access and use the housing program.
2. The Authority will accept the judgment of the person with disabilities that the requested accommodation is the most appropriate for him or her. However, the Authority retains the option to investigate alternatives to the requested accommodation, and/ or alternative methods of providing the requested accommodation.
3. If a number of potential accommodations will satisfy the needs of the person with disabilities, the Authority retains the option to select the accommodation which is most convenient and cost-effective for the Authority. This includes the option to select a change in procedure or policy, rather than to make a structural change, when the procedure change would be equally effective.

The following steps refer to requested accommodations which are needed, and which represent the most appropriate means of accommodating the disability:

1. Does the requested accommodation constitute a fundamental alteration? If so, The Authority will deny the request.
2. Does the requested accommodation create undue financial and administrative burdens for the Authority? If so, the Authority will comply with the request only up to the extent that the Authority can do so without creating undue burdens.

1.4 AFFIRMATIVE MARKETING

It is the policy of the Authority to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. All marketing efforts will include outreach to those less likely to apply. [24 CFR 960.103(b)] Outreach efforts will take into consideration:

1. The number of vacant units
2. Availability of units through turnover
3. Waiting List Characteristics

The Authority will periodically assess the factors in order to determine the need for and scope of any marketing efforts.

All marketing and informational materials will:

1. comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo, slogan or statement, (including the prominent posting of said material) and use of nondiscriminatory language; *[24 CFR 109.30, (a)] {24 CFR 200.620. 24 CFR 8.54 and Section 504}; The Authority will ensure that pamphlets and (Department-approved) Fair Housing Poster, as well as "Official Notice - Responsibilities of Owners of Real Property under the Pennsylvania Human Relations Act of October 27, 1955, P.L.744, as amended", are prominently displayed in all offices and other locations so as to be readily apparent to all persons seeking housing accommodations.*
2. describe the housing units, application process, Waiting List, priority/preference system, screening criteria and eligibility accurately;
3. will be in plain language that is clear and easy to understand and will use more than strictly English language print media in accordance to Executive Order 13166;

SCHA has/(does not have) bilingual staff to assist non-English speaking families and to translate documents into Spanish.

In determining whether it is feasible to translate documents into other languages, SCHA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to SCHA per client of translation of English written documents into the other language.
- Evaluation of the need for translation by the bi-lingual staff or by agencies that work with the non-English speaking clients.
- The availability of local organizations to provide translation services to non-English speaking families
- The availability of or bi-lingual staff to provide translation services to non-English speaking families

4. will target all agencies that serve and advocate for potential applicants;
5. will make clear who is eligible: low income individuals and families; working and non-working people; as well as the elderly and disabled.
6. will make clear that is the Authority's responsibility to provide reasonable accommodations to people with disabilities.

To reach persons who cannot read the newspaper, the Authority will distribute fact sheets to the broadcasting media. The Authority's TDD number will also be noted in the advertisement in order to facilitate the access of hearing impaired applicants. Personal contacts with the news media and with community service personnel, as well as public service announcements, will also be made, as determined necessary

1.5 ACCESSIBILITY AND PLAIN LANGUAGE:

1. Application and management offices, hearing rooms, community rooms, laundry facilities, craft and game rooms and other common areas of the Authority will be available for use by residents with a full range of disabilities. If these facilities are not already accessible and located on accessible routes, *some must be made so, subject to the undue financial and administrative burden test. *(not all facilities are required to be accessible) (24 CFR 8.20 and 8.21)*
2. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision and hearing impairments *(24 CFR 8.6)*. The documents will be written simply and clearly to enable participants with learning or cognitive disabilities to understand as much as possible. *(24 CFR 5.502) requires that any notice or document relative to citizen or eligible immigration status, **where feasible**, be provided to an applicant or resident in a language that is understood by the individual if the individual is not proficient in English).*
3. Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations and lease compliance are complicated, but Authority staff will offer examples where possible to help applicants/residents understand the issues involved. In writing materials to be used by applicants/residents, the Authority staff will keep in mind that mental retardation, 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. *(24 CFR 8.6)*
4. At the point of initial contact, Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. 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, and having someone (friend, relative, advocate) accompany the applicant to receive, interpret and explain housing materials. (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 and filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. *(PHAs are not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired) [24 CFR 8.6] because the Fair Housing law makes no such requirement)*
6. At a minimum, the Authority will prepare the following information in plain-language accessible formats:
 - a. Marketing and informational materials
 - b. Information about the application process
 - c. How rents and utility allowances are determined
 - d. Application form and required certifications
 - e. All form letters and notices to applicants/residents
 - f. General statement about reasonable accommodation
 - g. Orientation materials for new residents
 - h. Lease and house rules
 - i. Guidance or instructions about housekeeping and care
 - j. Information about the Waiting List
 - k. All information related to applicants' rights to hearings

1.6 OTHER AFFIRMATIVE OBLIGATIONS:

The Authority will not permit these policies to be subverted to do personal or political favors. The Authority will not offer units in an order different from that prescribed by this Policy, since doing so violates the Policy, federal law and the civil rights of the other families on the Waiting List. [24 CFR 906.204 (a) (3) (ii)]

The Authority will not discriminate in the assignment of managers and other staff responsible for the administration of the dwelling units.

1.7 RECORD RETENTION:

It is the policy of SCHA to maintain a copy of each Resident's application for admission to public housing in the Resident's file. Any other occupancy information the Authority collects will be retained in accordance with the attached **Table Matrix** at the end of this Chapter. This will include data on current applicants and Residents, and applications from people who were never admitted.

SCHA will document its determination that an applicant is eligible and meets the Authority's admission standards. SCHA will also document its determination that an applicant is ineligible, does not meet the Authority's admission standards, or will be dropped from the waiting list for any other reason.

In addition, SCHA will maintain a record of the dwelling units offered to an applicant, including location, date, and circumstances of each offer and each rejection, or acceptance. If the applicant rejects a unit, the Authority will note the reason(s) for the rejection.

1.8 PRIVACY RIGHTS:

It is the policy of the Housing Authority to facilitate the privacy of individuals conferred under the Privacy Act of 1974, and to insure the protection of such individuals' records maintained under SCHA's Public Housing Program.

Income and other information collected by the Housing Authority are necessary to determine eligibility, the appropriate bedroom size, and the amount the family will pay toward rent and utilities and are used to assist in managing and monitoring assisted housing programs, to protect the Governments' financial interest, and to verify the accuracy of the information provided.

This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, this information will not be otherwise disclosed or released outside of the Housing Authority, except as permitted or required by law.

The Housing Authority (or any employee of the Housing Authority) may be subject to penalties for unauthorized disclosures or improper uses of income information collected based on the consent form signed by the applicant and/or Resident. Use of the information collected based on the consent form is restricted to the purposes cited on the form. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or Resident may be subject to a misdemeanor and fined. Any applicant or Resident affected by negligent disclosure of information may bring a civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of the Housing Authority responsible for the unauthorized disclosure or improper use.

1.9 RULES AND REGULATIONS

All issues not addressed in this document, related to applicants and residents are governed by the Consolidated Annual Contribution Contract (ACC), Forms HUD 53012A and 53012B, HUD, Federal Regulations, HUD Memos and Notices, and guidelines or other applicable law(s).

Any directives mandated by court orders related to desegregation of Fair Housing and Equal Opportunity will take precedence over any affected policies and/or procedures of this Plan.

1.10 REQUIRED POSTINGS

In each of its offices, the Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities the documents listed on the following page entitled “ **BULLETIN BOARD ITEMS FOR MANAGEMENT OFFICE**”:

CHAPTER 2. ELIGIBILITY FOR ADMISSION

2.0 OVERVIEW

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

1. Is a family (as defined in 24 CFR 5.403 and **2.1** below);
2. Has an Annual Income (as defined in **2.1.2** below) at the time of admission that does not exceed the low income limits for occupancy established by HUD, and posted separately in the Authority office.
3. Provides a documented Social Security number for all family members, age 1 or older, or certifies that they do not have Social Security numbers (see **2.1.3** below). (24 CFR 5.216)
4. Meets the HUD requirements on citizenship or immigration status (as defined in **2.1.4** below); (24 CFR 5.500 - 5.528)
 - a. A family is not eligible for full housing assistance unless every member of the family in the unit is determined to be either a U. S. citizen or have eligible immigrant status as defined by the regulations.
 - b. A Mixed Family (in which one or more family members is determined to be ineligible on the basis of immigration status) may be eligible for prorated assistance.
5. Meets or exceeds the Applicant Suitability Screening (as described in **2.1.5** below), including attending and successfully completing an Authority pre-occupancy orientation. (24 CFR 960.205)

2.1 QUALIFYING FOR ADMISSION

2.1.1 ELIGIBLE FAMILY

Applicants for the Authority's Public Housing Program can qualify for housing as a Family.

The term “Family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single-person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

2. A group of persons residing together and such group includes, but is not limited to:
 - i. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - ii. An elderly family;
 - iii. A near-elderly family;
 - iv. A disabled family;
 - v. A displaced family; and the remaining member of a tenant family.

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near-elderly family (per 24 CFR 5.403) are:

Elderly family - a family whose head, spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together or one or more persons who are at least 62 years of age living with one or more live-in aides. Elderly families may include children.

Disabled family - a family whose head, spouse or sole member is a person with disabilities. It may include two or more persons who are persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides. The definition below covers public housing eligibility for programs serving persons with disabilities such as mixed population housing, designated housing for persons with disabilities, vouchers targeted for persons with disabilities, and eligibility for the \$400 deduction for disabled families and for medical deductions or disability assistance deductions for persons with disabilities. Families that do not qualify as disabled families may still be eligible for public housing programs and preferences that are not linked to disability status.

Person(s) with Disabilities - those who have a physical, mental or emotional impairment, {as defined in 42 U.S.C. 423 (the social security definition) or Section 102 (b)(7) or 6001(7) of the Developmentally disabled Act}; which is expected to be of a long continued and indefinite duration, which substantially impedes but does not prohibit their ability to live independently, and is of such nature that such ability could be improved by more suitable housing conditions; or has a developmental disability as defined in 42 U.S.C. 6001. Persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agency for acquired immunodeficiency syndrome are not excluded. For purposes of qualifying for public housing programs, where eligibility is linked to disability status, a person whose disability is based solely on any drug or alcohol dependence is excluded (although some person with drug or alcohol dependence may have other disabilities).

In Accordance with 24 CFR 8.3, individuals with (disabilities) handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. 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. As used in this definition, the phrase: "Physical or mental impairment" includes:

- a. 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
- b. 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 substantially limits one or more major life activities.

Is regarded as having an impairment means:

- a. 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;
- b. has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- c. has none of the impairments defined in paragraph (a) of this section, but is treated by a recipient as having such an impairment.

Displaced Person - a person (family or individual that moves from real property, or moves personal property from real property permanently and involuntarily as a direct result of action by a government agency related to acquisition, rehabilitation, demolition fire, flood or other acts of nature; or who has been displaced as a result of domestic violence perpetuated against them. A victim of domestic violence will be asked to provide certifiable verification to be submitted along with this application to be referred to our counsel for verification before being accepted.

A person does not qualify as a "displaced person" if the person has been evicted for just cause based upon a serious or repeated violation of material terms of the lease or

occupancy agreement or has completed prescribed or voluntary leaves a transitional housing program, or has been released after being incarcerated.

Remaining member of a Resident family (a family member, listed on the lease who is the only family member still remaining in the unit).

Any other single person who is not 62 years old or older, disabled, handicapped, displaced, or the remaining member of a Resident family.

No individual registered with the state lifetime sex offender registration program will be admitted to public housing.

Household members (may) include:

Head of Household: The head of household is the person who assumes legal and moral responsibility for the household and is listed on the application as head.

A family may not designate a family member as head of household solely to qualify the family as an elderly household.

Occasionally there can be a co-head if the adult members who claim to be co-head meet the requirements of the family definition, and both claim to assume legal and moral responsibility for the household and are listed on the application as co-head.

Live-In Attendants: A Family may include a live-in attendant who(se):

- a. Has been determined by the Authority to be essential to the care and well being of the elderly, handicapped or disabled family member; and
- b. Is not obligated for the support of the elderly, handicapped or disabled member; and
- c. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member; and
- d. Income will not be counted for purposes of determining eligibility or rent; and may **not** be considered the remaining member of the Resident family if the person they were attending is no longer a public housing Resident.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above.

Live-in attendants cannot be the remaining member of the Resident family if the person they are attending is no longer a public housing Resident.

To determine whether a live-in attendant is essential to the care and well being of the elderly, handicapped or disabled person, the Authority will send a third party verification to a reliable medical source familiar with the applicant. The letter will request exact information on the services the live-in attendant needs to provide to make the live-in attendant essential and why the live-in attendant is needed.

Live-in attendants are required to sign a blanket release of information to be used by the Authority to conduct a criminal background check of the individual. The individual proposed as a live-in attendant must meet the same selection criteria regarding drug-related criminal activity and/or violent criminal behavior as any other applicant for housing assistance. Any cost associated with the background criminal check will be the responsibility of the proposed live-in attendant.

2.1.2. INCOME LIMITATIONS

Annual Income shall not exceed the Income Limit as established by HUD and published in the Federal Register, except where a local preference may be established in accordance with the regulations. Families currently leasing from SCHA are not subject to any type of income limitations in order to continue occupancy. See **Chapter 10** for definitions of Income inclusions, exclusions, allowances and deductions.

2.1.3. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security numbers for all family members age 1 and older prior to admission, (if they have been issued a number by the Social Security Administration). In the event Social Security numbers are not available, the family shall be instructed to apply and obtain said number within 90 days following initial intake. An attached note to the file shall be made by SCHA regarding any family member, aged 1 or older without a Social Security number.

All members of the family defined above must either:

- a. Submit Social Security Number documentation
- b. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income recertification.

Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration.

The Authority will accept copies of the Social Security card only when it is necessary for the Authority to verify by mail the continuing eligibility of public housing participant families.

If an applicant or Resident cannot provide his or her Social Security card, other documents listed in **Chapter 7** Verification Standards will be utilized for the verification of Social Security numbers.

If the Housing Authority determines that the applicant is otherwise eligible to participate in the public housing program, the applicant may retain its place on the waiting list for the program but cannot become a tenant (participant) until it can provide the documentation referred to in this section to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required in paragraph of this section is provided to the processing entity within 90 calendar days from the date of admission into the program. The Housing Authority will grant an extension of one additional 90-day period if the Housing Authority determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required in paragraph of this section within the required time period, the Housing Authority must deny the eligibility of the applicant in accordance with the provisions governing the public housing program and this Policy.

2.1.4. EVIDENCE OF CITIZENSHIP

Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits making financial assistance to persons other than United States citizens, nationals, or certain categories of eligible non-citizens in HUD's public housing programs. Therefore, SCHA shall administer the restrictions on providing assistance in accordance with the requirements set forth in 24 CFR Part 5.506 as follows:

1. Restriction of assistance is limited to the following:

- A. Citizens, including nationals; or
- B. Non-citizens who have eligible immigration status in one of the following categories:
 - 1) A non-citizen who has been lawfully admitted to the United States for permanent residence, as defined by Section 101 (a) (20) of the Immigration and Nationality Act (INA); as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 101(a)(20) and 21101(a)(15), respectively (immigrants). This category includes a non-citizen who has been admitted under Section 210 or

- 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;
- 2) A non-citizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
 - 3) A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
 - 4) A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergency reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
 - 5) A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INS [8 U.S.C. 1253(h)] (threat to life or freedom); or
 - 6) A non-citizen lawfully admitted for temporary or permanent resident under Section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status as defined above. Despite the ineligibility of one or more family member(s), a mixed family may be eligible for one of the three types of assistance provided under the section titled Preservation of Mixed Families and Other Families. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance as provided in the section titled Preservation of Mixed Families and Other Families.

2. Prohibition of Assistance to Non-Citizen Students

- A. General Non-citizen Students shall not be eligible for housing assistance.
- B. Non-citizen student: For purposes of this part, a non-citizen student is defined as a non-citizen who:

- 1) Has a residence in a foreign country that the person has no intention of abandoning;
- 2) Is a bona fide student qualified to pursue a full course of study; and
- 3) Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study shall have agreed to report to the Attorney General the termination of attendance of each non-citizen student.

The prohibition on providing assistance to a non-citizen student also extends to the non-citizen spouse of the non-citizen student and non-citizen minor children of any non-citizen student if the spouse or children are accompanying the student or following to join such student. The prohibition on providing assistance to a non-citizen student does not extend to the citizen spouse or the non-citizen student and the children of the citizen spouse and non-citizen student. Children born to a U.S. citizen spouse are U.S. citizens by birth.

3. Preservation of Mixed Families and Other Families

A. Assistance available for mixed families.

- 1) For a mixed family assisted under a Section 214 covered program on June 19, 1995, and following completion of the appeals and informal hearing procedures provided in **Chapter 3 – 3.3.4**, one of the following three types of assistance may be available to the family:
 - i. Continued assistance (see item B below covering continued assistance);
 - ii. Temporary deferral of termination of assistance (see Item C below covering temporary deferral of termination of assistance): or
 - iii. Prorated assistance (see item D below): A mixed family must be provided prorated assistance if the family so requests).
- 2) Prorated assistance is also available for mixed families applying for assistance as provided in Item D below.
- 3) For families receiving assistance under a Section 214 covered program on June 19, 1995, and who have no members with eligible immigration status, the SCHA may grant the family temporary deferral of termination of assistance.

B. A mixed family may receive continued housing assistance if all of the following conditions are met:

- 1) The family was receiving assistance under a section 214 covered program on June 19, 1995;
- 2) The family's head of household or spouse has eligible immigration status; and
- 3) The family does not include any person (who does not have eligible immigration status) other than the head of household, any spouse of the head of household, any parents of the head of household, any parents of the spouse, or any children of the head of household or spouse.

C. If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible status, and any other family members involved, to other affordable housing. Other affordable housing is used in the context of transition of an ineligible family from a rent level that reflects HUD assistance to a rent level that is unassisted; the term refers to housing that is not substandard, that is of appropriate size for the family and that can be rented for an amount not exceeding the amount that the family pays for rent, including utilities, plus 25 percent.

If temporary deferral of termination of assistance is granted, the deferral period shall be for an initial period not to exceed six months. The initial period may be renewed for additional periods of six months, but the aggregate deferral period shall not exceed a period of three years.

At the beginning of each deferral period, SCHA must inform the family of its ineligibility for financial assistance and offer the family information concerning and referrals to assist in finding, other affordable housing.

Before the end of each deferral period, SCHA must:

- 1) Make a determination of the availability of affordable housing of appropriate size based on evidence of conditions which when taken together will demonstrate an inadequate supply for affordable housing for the area in which the project is located. the consolidated plan (if applicable as described in 24 CFR part 91), the SCHA's own knowledge of the availability of affordable housing, and on evidence of the tenant family's efforts to locate such housing; and
- 2) Notify the tenant family in writing, at least 60 days in advance of the expiration of the deferral period, that termination will be deferred again (providing that the granting of another deferral will not result in aggregate deferral periods that

exceed three years) and a determination was made that other affordable housing is not available; or

- 3) Notify the tenant family in writing, at least 60 days in advance of the expiration of the deferral period, that termination of financial assistance will not be deferred because either granting another deferral will result in aggregate deferral periods that exceed three years, or a determination has been made that other affordable housing is available.

A family who is eligible for, and receives temporary deferral of termination of assistance, may request, and the SCHA shall provide, proration of assistance at the end of the deferral period if the family has made a good faith effort during the deferral period to locate other affordable housing.

The SCHA shall notify the family of its decision concerning the family's qualification for assistance under this section. If the family is ineligible for assistance under this section, the notification shall state the reasons, which must be based on relevant factors. For tenant families, the notice shall inform the family of any applicable appeal rights.

D. Proration Of Assistance for Mixed Families:

Method for prorating assistance for mixed families (other than a family receiving continued assistance or a family who is eligible for and requests and receives temporary deferral of termination of assistance is outlined in **Chapter 10** (10.5).

4. Submission of Evidence of Citizenship or Eligible Immigration Status

Eligibility for assistance or continued assistance under a Section 214 covered program is contingent upon a family's submission and verification of certain document (as described in **Chapter 7**).

2.1.5 OTHER CRITERIA FOR ADMISSION

Other criteria must be met for an applicant to be eligible for admission under the Authority's Public Housing Program. Tenant must meet the Applicant Screen Criteria as described in **Chapter 5**.

Family must have paid any outstanding debt owed the Authority or another SCHA on any previous tenancy for public housing or Section 8. No Repayment Agreement will be accepted. The family must repay in full in order to be considered eligible for admission.

Family must have left any previous tenancy under any other public housing program or Section 8 Program without being in violation of a family obligation under its lease or its Certificate of Family Participation or rental voucher.

Family must not have engaged in drug-or alcohol-related criminal activity or violent criminal activity within seven years of the date of application, or demonstrate a pattern of criminal activity, including criminal activity by any family member.

Family must have paid, is not in default or arrears on any outstanding monies owed to **any** government agency (i.e. student loans, tax liens, etc).

Drug-related activity means:

The manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, a controlled substance (as defined in the Controlled Substance Act);

The use or possession (other than with intent to manufacture, sell or distribute) of a controlled substance, except that such use or possession must have occurred within one year before the date that the Authority provides notice to an applicant or participant of the Authority's determination to deny admission or terminate assistance.

Drug related criminal activity does not include this use or possession, if the family member can demonstrate that s/he:

Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and

Has recovered from such addiction and does not currently use or possess controlled substances.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

For the purpose of this policy, this is construed to mean that if a member of the current family has been convicted within the prior 7 years for this purpose, they will be determined to have engaged in drug—related criminal activity, violent criminal activity or a pattern of criminal activity.

2.1.6. ONE STRIKE POLICY - "ONE STRIKE YOU'RE OUT"

SCHA will screen applicants and has stated within the Lease Agreement that illegal drug use and other criminal activities that threaten the well-being of our residents is:

- a. Grounds to deny housing assistance (will not be able to make application for seven (7) years from offense; and**
- b. Grounds for termination of assistance**

The Housing Opportunity Program Extension Act of 1996 (Extension Act) gives housing

authorities' new authority and obligations to deny occupancy on the basis of illegal drug-related activity and alcohol abuse.

Most Public Housing residents are law-abiding citizens, trying to raise their children and protect them from drugs and crime. SCHA will utilize this One Strike Policy as a tool to fight the negative element and designation placed on its Public Housing Developments by gangs, drug trade, and violent crime. The One Strike Policy will help improve the safety and quality of life in the Public Housing Communities.

This policy reflects a genuine commitment from our residents, SCHA staff and security division to obtain safe, viable communities for our residents.

The SCHA's One Strike Policy is designed to be fair and effective. SCHA will enforce this provision against all violators in a fair evenhanded manner (i.e., similar violations will result in similar sanctions). SCHA's One Strike Policy is a "Zero Tolerance". If an applicant or resident, family member or guest in the household engages in prohibited criminal activity, housing assistance will be denied or terminated.

An arrest record, alone, will not be sufficient evidence to deny or terminate housing assistance. An arrest record will trigger an inquiry to determine if the individual has engaged in a disqualifying criminal activity.

SCHA may:

- delay the processing of an application or eviction pending adjudication of an arrest;
or
- make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and SCHA has sufficient evidence that the individual engaged in the conduct.

The actual conduct, not the arrest, is what is relevant to admissions and tenancy decisions.

The specific factors that may be considered when SCHA evaluates an individual's criminal record include:

- a) Whether the applicant's offense bears a relationship to the safety and security of other residents;
- b) The level of violence, if any, of the offense for which the applicant was convicted;
- c) Length of time since the conviction;
- d) The number of convictions that appear on the applicant's criminal history;
- e) If the applicant is now in recovery for an addiction; and
- f) Any rehabilitation efforts that the applicant has undertaken since the time of conviction

Applicant screening will consist of all of the following:

- 1. Criminal Background Check**
- 2. Landlord Reference**
- 3. Credit Report**
- 4. Housekeeping Inspections**
- 5. Resident Orientation Screening**

Background checks will be conducted on all applicants and family members, 18 years of age or older. Background checks will be conducted on all persons wishing to be added to the resident household that are 18 years of age or older.

If an applicant is denied housing assistance based upon the information contained in the background check:

- 1. The applicant will be given a written notice of ineligible status.**
- 2. The applicant will be able to dispute the accuracy of the information obtained.**
- 3. The applicant will be given an opportunity for an informal review.**

Tenant Council members may participate in the tenant screening process. Participation is voluntary. Tenant Council members wishing to participate in the resident screening will receive thorough training by SCHA's staff. All Tenant Council Members are required to sign a Non-Disclosure Statement to ensure the privacy rights of the applicants. Ultimately, denial of assistance, (i.e., to admit or deny assistance) to an applicant is that of SCHA.

Any applicant that has been evicted from Public Housing within the past seven (7) years for drug related criminal activity or pattern of criminal activity resulting in conviction will be denied housing assistance.

SCHA may take into consideration any evidence of rehabilitation on a case by case basis.

SCHA residents who witness violent crime and are willing to come forward with their testimony will receive relocation assistance from SCHA. SCHA realizes that residents that come forward as a witness may put themselves or their family in danger. SCHA will provide relocation assistance to another SCHA's development or offer the family a Housing Choice Voucher for their cooperation.

SCHA has included in its Lease Agreement its policy on drug related criminal activity. Specifically, any criminal activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and all drug related criminal activity occurring on or off the premises is cause for eviction. All applicants and residents will be afforded due process.

SCHA's One Strike Policy is posted in all SCHA's offices where applications are accepted.

SCHA will comply with Pennsylvania H.B #1549. Specifically Section 505-A of the bill reads as follows:

SECTION 505-A. USE OF ILLEGAL DRUGS. --(A) THE FOLLOWING ACTS RELATING TO ILLEGAL DRUGS SHALL BE A BREACH OF CONDITION OF THE LEASE AND SHALL BE GROUNDS FOR REMOVAL OF THE TENANT FROM A SINGLE FAMILY DWELLING, APARTMENT, MULTIPLE DWELLING PREMISES OR TENEMENT BUILDING.

- 1) THE FIRST CONVICTION FOR AN ILLEGAL SALE, MANUFACTURE, USE OR DISTRIBUTION OF ANY DRUG IN VIOLATION OF THE ACT OF APRIL 14, 1972 (P.L. 233, NO. 64), KNOWN AS "THE CONTROLLED SUBSTANCE, DRUG DEVICE AND COSMETIC ACT;"**
- 2) THE SECOND VIOLATION OF ANY OF THE PROVISIONS OF "THE CONTROLLED SUBSTANCE, DRUG, DEVICE AND COSMETIC ACT;"**
- 3) THE SEIZURE BY LAW ENFORCEMENT OFFICIALS OF ANY ILLEGAL 1989 PH154B4300 DRUGS ON THE LEASED PREMISES OR TENEMENT.**
- 4) FAILURE TO REMOVE ANY TENANT FOR VIOLATION OF ANY OF THE PROVISIONS OF SUBSECTION (A) SHALL NOT ACT AS A WAIVER OF THE LANDLORD'S RIGHTS WITH REGARD TO THE SAME OR ANY OTHER TENANT RELATING TO ANY SUBSEQUENT ACTS.**

The Authority will not be obligated to ferret out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to the Authority regarding this matter. The Authority shall be granted permission to perform criminal background checks of applicants in order for the applicant to remain an applicant. The inquiries will be standardized and directed to all applicants by the inclusion of the inquiry on the application form and verified accordingly.

Families who have been evicted from public housing or by Section 8 owners for engaging in these activities will be denied admission (including but not limited to public housing and housing subsidized under the Section 8 rental certificate and rental voucher). The Authority, however, will consider mitigating circumstances, prior to rejecting an applicant because of a criminal history or delay the application processing pending the adjudication of the arrest.

The Authority will deny admission for any household that includes an individual subject to a lifetime sex offender registration requirement.

The Authority must check for lifetime sex offender registration requirements for all applicants.

CHAPTER 3. PROCESSING APPLICATION FOR ADMISSION

3.0 OVERVIEW

SCHA will accept and process applications in accordance with applicable HUD Regulations and SCHA's Admission and Occupancy Policy.

3.1 PROCEDURE ON TAKING APPLICATIONS AND INITIAL PROCESSING

SCHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

3.1.1 APPLICATION FOR ADMISSION

Under no circumstances will anyone be denied the right to request or submit an application for housing as long as the waiting list is open. (see **Chapter 4**, Waiting List Administration).

Applications will be accepted at the Administrative office at **245 Parkway, Schuylkill Haven, Pennsylvania 17972**, during specified dates and business hours, as posted (**Monday through Friday, 8 a.m. - 4:00 p.m.**). The Authority may establish satellite locations for taking application if necessary

A completed written application form will be obtained from all applicants seeking admission to housing.

No application will be accepted by mail, unless special accommodations are requested and approved by the Authority, based on a person's disability or other extenuating circumstance that would prevent him/her from coming into the office to fill out the application. A Telecommunication Device for the Deaf (TDD) number is available for the deaf. The TDD number is **570-385-7860**. Applications received by mail will be dated as of the date of the next regularly scheduled application-taking day and marked with the beginning time of the next regularly scheduled application-taking day. On that date, the applicant will then be placed on the Waiting List.

At the time the applicant comes to the office to make application, the authority staff will interview the applicant privately (insofar as possible) and explain the application, verification and screening process.

The application package consists of:

- a. Application Form
- b. Personal Declaration
- c. Applicant Certification
- d. Information Concerning Citizenship Verification

- e. Citizenship Declaration Form/Certification of Non-eligible Immigrant Status (if applicable)
- f. Authorization for Release of Information/Privacy Act Notice
- g. Criminal History Check Acknowledgment Form
- h. Waiting List Policy Statement
- i. "Things You Should Know" Brochure
- j. Applicable Verification Forms
- k. Community Service Policy

At the initial visit, the head, co-head or spouse, and any family member over 18 years of age shall sign the application form once completed along with all certifications and releases. It is important at the first visit that enough information is obtained to make a preliminary determination of eligibility.

The Authority will work on the assumption that the facts certified to by the applicant in the application are correct, although all those facts will be subject to verification later in the application process.

As soon as the Authority has a completed, signed application form, the application will be marked with the date, time and income priority and immediately placed on the Waiting List, which is subdivided according to number of bedrooms and type (elderly/non-elderly).

Every applicant who submits a completed, signed application form will immediately be placed on the Waiting List, regardless of whether or not all other application documents have been submitted and regardless of whether or not the applicant initially appears eligible.

3.2 INTERVIEWS AND VERIFICATION PROCESS

As applicants approach the top of the waiting list, they will be contacted to determine continued interest and to update their application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about requirements for move-in, such as utility company verifications, security deposits, etc. For an applicant on a short waiting list, the steps enumerated above may be included in the process of taking the complete application.

Applicants who fail to respond or who cannot be contacted will have their applications withdrawn, (unless reasonable accommodations for persons with disabilities is required).

The following items will be verified according to SCHA's procedure on verification, to determine qualification for admission to SCHA's housing:

- Family composition and type (elderly/disabled/near elderly /non-elderly);

- Annual income;
- Assets and asset income;
- Deductions from income;
- Preferences;
- Social Security numbers and birth certificates of all family members;
- Applicant screening Information; and
- Citizenship or eligible immigration status.
- Full time student status

Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, SCHA may also use: (1) phone verifications with the results recorded in the file, dated, and signed by SCHA staff, (2) review of documents, and, (3) if no other form of verification is available, applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications (See **Chapter 7**, for Verification Standards).

Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.5 and shall be conducted by SCHA simultaneously with verification of other aspects of eligibility for assistance. SCHA shall verify eligible immigration status in accordance with INS procedures for Primary Verification or Secondary Verification (see **Chapter 7** Verification Standards).

Applicants reporting zero income will be asked to complete a family expense form 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.

SCHA's application for admission to public housing shall indicate for each application, the date and time of receipt; applicant's race and ethnicity; determination by SCHA as to eligibility of the applicant; when eligible, the unit size(s) for which applicant is eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

3.3 PRELIMINARY DETERMINATION OF ELIGIBILITY/INELIGIBILITY

Within approximately 45 days following the interview, a preliminary review of the applicant's file will take place to check for apparent eligibility or ineligibility based on the statements made on the application and signed certifications.

A review of Authority internal records will be made to determine if an applicant has participated in any of the programs administered by this Authority or any other housing authority and left the program owing unpaid rent, damages, vacancy loss, or other charges. Such an applicant will not be determined eligible until all funds are repaid in full.

Applicant Determined Preliminarily Ineligible:

a. An applicant who is determined to be ineligible because of: information provided on the application (e.g., over-income, record of a prior eviction from public housing, providing false information or debts owing), will be notified in writing of their ineligibility as follows:

- 1) specify reasons why ineligible
- 2) inform applicant that he or she has fourteen (14) days after receipt of this notice to request a hearing (see **Chapter 5**).
- 3) inform applicant (if the only reason for denial is money owed to the Authority or another housing agency), that he or she has fourteen (14) days to repay the debt or be removed from the waiting list.

b. Applicant will be removed from waiting list.

Once the decision to deny is made, the application will be filed and retained in accordance to the record retention list (see **Chapter 1** attachment).

Determination of Status of Ineligible Immigration Applicants

a. Delay, Denial or Termination of Assistance Based on Ineligible Immigration Status

Assistance to an applicant shall not be delayed or denied, and assistance to a tenant shall not be delayed, denied or terminated, on the basis of ineligible immigration status of a family member if:

- 1) The primary and secondary verification of any immigration documents that were timely submitted have not been completed;
- 2) The family member from whom evidence was required but it was never submitted has moved from the tenant's dwelling unit;
- 3) The family member who is determined not to be in an eligible immigration status following INS verification has moved from the tenant's dwelling unit;
- 4) The INS appeals process, as outlined under section d) (below) has not been concluded;
- 5) For a tenant. the hearing process, as outlined under section e) (below) - (Informal Hearing based on Ineligible Immigration Status) has not been concluded;
- 6) Assistance is prorated as defined in this policy;
- 7) Assistance for a mixed family is continued in accordance with this policy.

8) Deferral of termination of assistance is granted in accordance with this policy.

Assistance to an applicant may be delayed after the conclusion of the INS appeal process, but not denied until the conclusion of the Authority informal hearing process, if an informal hearing is requested by the family.

Assistance to an applicant shall be denied, and a tenant's assistance shall be terminated, in accordance with this policy, upon the occurrence of any of the following events:

- 1) Evidence of citizenship and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or
- 2) Evidence of citizenship and eligible immigration status is timely submitted, but INS primary and secondary verification does not verify eligible immigration status of a family member; and
- 3) The family does not pursue INS appeal or Authority informal hearing rights (item e, below) as provided in this policy; or
- 4) INS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

b) Notification Concerning Non-citizen Rule

Notification of the requirement to submit evidence of citizenship or eligible immigration status shall be given to each applicant at the time of application for housing assistance.

c) Notification of Denial or Termination of Assistance Due to Unverifiable Immigration Status

The SCHA shall notify the family of denial or termination of assistance with a written notice that contains the following:

- 1) That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance;
- 2) That the family may be eligible for proration of assistance (see **Chapter 2** Section 2.1.4);
- 3) In the case of a tenant, the criteria and procedures for obtaining relief under the preservation of families provision is outlined in **Chapter 2** -Section 2.1.4).
- 4) That the family has a right to request an appeal of the INS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal in accordance with the procedures outlined in the INS Appeal section;

- 5) That the family has a right to request an informal hearing with the SCHA either upon completion of the INS appeal or in lieu of the INS appeal as outlined under Informal Hearing concerning eligible immigration status;
- 6) For applicants, the notice shall advise that assistance may not be delayed until the conclusion of the INS appeal process, hut assistance may be delayed pending the SCHA informal hearing process.

d). Appeal to the INS

Upon receipt of notification by the SCHA that INS secondary verification failed to confirm eligible immigration status, the SCHA shall notify the family of the results of the INS verification, and the family shall have 30 days from the date of the notification to request an appeal of the INS results. The request for appeal shall be made by the family communicating that request, in writing directly to the INS. The family must provide the SCHA with a copy of the written request for appeal and proof of mailing. For good cause shown, the SCHA shall grant the family an extension of time within which to request an appeal. The family shall forward to the designated INS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the INS document verification request form G-845S or such other form specified by the INS, and a cover letter indicating that the family is requesting an appeal of the INS immigration status verification results.

The INS will issue to the family, with a copy to the SCHA, a decision within 30 days of its receipt of documentation concerning the family's appeal of the verification of immigration status. If, for any reason, the INS is unable to issue a decision within the 30 day time period, the INS will inform the family and the SCHA of the reasons for the delay.

When the SCHA receives a copy of the INS decision, the SCHA shall notify the family of its right to request an informal hearing on the SCHA's ineligibility determination in accordance with section below.

Pending the completion of the INS appeal under this section, assistance may not be delayed, denied or terminated on the basis of immigration status.

e). Informal Hearing Based on Ineligible Immigration Status

After notification of the INS decision on appeal, or in lieu of request of appeal to the INS, the family may request that the SCHA provide a hearing. This request must be made either within 14 days of the date the SCHA mails or delivers the notice of denial or termination of assistance, or within 14 days of the mailing of the INS appeal decision issued in accordance with the section above. The date of the mailing shall be established by the date of the postmark.

The SCHA shall extend the period of time for requesting a hearing up to a maximum of 14 additional days upon good cause shown.

For tenants, the procedures for the hearing before the SCHA shall be in accordance with the procedures outlined in the SCHA's Grievance Procedure.

For applicants, the procedures for the informal hearing before the SCHA are as follows:

- 1) The applicant shall be provided a hearing before any person(s) designated by the SCHA (including an officer or employee of the SCHA), other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision;
 - 2) The SCHA shall provide the applicant an opportunity to examine and copy at the applicant's expense, at a reasonable time in advance of the hearing, any documents in the possession of the SCHA pertaining to the applicant's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the hearing;
 - 3) The applicant shall be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;
 - 4) The applicant shall be provided the opportunity to controvert evidence relied upon by the SCHA and to confront and cross-examine all witnesses on whose testimony or information the SCHA relies;
 - 5) The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf;
 - 6) The applicant shall be entitled to arrange for an interpreter to attend the hearings, at the expense of the applicant or SCHA, as may be agreed upon by both parties;
 - 7) The applicant shall be entitled to have a hearing recorded by audio tape (a transcript of the hearing may, but is not required to be provided by the SCHA); and
 - 8) The SCHA shall provide the applicant with a written final decision, based solely on the facts presented at the hearing within 14 days of the date of the informal hearing.
- f). Judicial Relief From INS Appeal and/or Informal Hearing Decision

A decision against a family member, issued in accordance with item d) above does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Applicant Determined Eligible:

Eligible applicants will be notified in writing or by telephone, of the following:

- a. that they have been placed on the waiting list according to the date and time of their application.
- b. an approximate date applicant is to be housed, determined to the best of the Authority's ability.
- c. That it is their responsibility to submit the rest of their documents, if applicable, within the next six (6) months, as well as report any change in income priority status.
- d. that they will receive notification from the Authority when their name is close to the top of the waiting list and final verifications are to be processed .
- e. it is the applicants responsibility to update their information on line via the Housing Authority's web site any time there are any changes, or to come into the Administrative Office and use the Authority provided computer to update their information. in family composition or income. Elderly and persons with a disability should have a designated friend, relative or representative contact the Authority to assist with any updated information.

CHAPTER 4 WAITING LIST ADMINISTRATION

4.0 OVERVIEW

It is SCHA's policy that each applicant shall be assigned an appropriate unit on a jurisdiction-wide waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require and factors of preference or priority. In filling an actual or expected vacancy, SCHA will offer the dwelling unit to an applicant in the appropriate sequence and the Housing Authority will offer the unit until it is accepted. **Chapter 8** describes SCHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

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

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

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

SCHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Parts 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

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

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

4.1 ENTERING NEW APPLICATIONS ON THE WAITING LIST

SCHA will maintain information that permits the selection of Residents from the waiting list in accordance with the Authority's Admission and Occupancy Policy. At a minimum, the waiting list will contain the following information for each applicant listed:

1. Applicant name;
2. Family unit size (number of bedrooms for which the family qualifies under the Occupancy Guidelines in **Chapter 6** of this Admission and Occupancy Policy);
3. Date and time of application;
4. Qualification for local preference; and
5. Racial or ethnic designation of the head of household.
6. Household type (family, elderly)
7. Accessible Requirements/Handicap Status
8. Amount and Source of Income

An application waiting list will be maintained in accordance with the following factors:

1. The application will be a permanent file.
2. The pool will be subdivided by bedroom size requirements of the applicants. Within each bedroom category, applications will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

If applications are not being accepted, persons may be placed on an inquiry list, upon oral or written request. Persons on the inquiry list shall be individually informed simultaneously when the next application period begins.

Persons on the inquiry list are responsible for informing SCHA of any changes in address. Placement on the inquiry list will have no bearing on their eventual placement on the waiting list.

All applicant's placement and position on the Waiting List is established by the date and time an application form is **received** by the Housing Authority **AND** the applicant's eligibility for the following Local Ranking Preferences (see **Chapter 4**, item 4.6 for more detail on Preferences):

- Displaced (including Victims of Domestic Violence)
- Residents of the County of Schuylkill (except City of Pottsville)
- Currently employed/elderly/SS/SSI
- Veterans of the US Military
- Evidence of economic/self-sufficiency motivational activities
- Broad range of incomes
 - 41-50% Median Income
 - 31-40% Median Income
 - 01-30% Median Income
- Living in Substandard Housing
- Nursing Home Transition
- Admission of elderly, disabled or displaced over other singles

All applicants are required to provide verification of eligibility for all local ranking preferences claimed on their application. Copies of verifications **must** be attached to the application and/or all application updates forms. **Preferences will not be given unless proper verification is submitted, as required.**

An applicant's position on the waiting list may change due to preference status ranking of new or existing applicants. When changes in circumstances are reported and verified, it may cause an applicant to either qualify or disqualify for a preference, causing an upward or downward shift to other applicants on the waiting list. When preference status changes, applicant retains their original date and time of application.

Applicants will be notified by mail to come in for a formal interview appointment when housing assistance is available. It is important for an applicant to update applications immediately upon any change in circumstances, especially when moving. **If the Authority is unable to contact applicant because of outdated information, application may be cancelled from the waiting list.**

4.2 OPENING AND CLOSING THE WAITING LIST (OR SUB-LIST)

Opening the Waiting List: When SCHA opens a waiting list, the Authority will give public notice in the Pottsville Republican that families may apply for admission to the public housing program. The public notice will state where and when to apply.

SCHA will also publish the public notice in local newspapers of general circulation and minority media and other suitable means described in the Authority's Equal Opportunity Plan.

The public notice will state any limitations on who may apply for available slots in the program. The Housing Authority will accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as a denial of assistance because of action or inaction by members of the family) for the grounds stated in **Chapter 4**, (4.8.2) of this policy.

Closing the Waiting List: If the Housing Authority determines that the existing waiting list contains an adequate pool of applicants on the waiting list in each bedroom size category for a 12 month period in the Local Preference category, the Authority may stop accepting new applications, or may accept only applications meeting criteria adopted by the Housing Authority.

4.3 ESSENTIAL APPLICATION INFORMATION FOR WAITING LIST PLACEMENT

The Authority will utilize a standard Application/Personal Declaration form. The information is to be filled out directly by the client whenever possible.

The purpose of the application is to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The application will contain this basic type of information:

- Name and social security number of head of household
- Names, ages, citizenship or eligible immigration status of all household members
- Sex and relationship of members
- Address(es) and telephone number(s)
- Amount and source of all income and assets
- Information for additional accommodations for handicapped/disabled family members
- Information related to admission preference
- Race and ethnicity of the family head

Once the application is complete, the Project Manager, Assistant Project Manager, or Management-Aide will assess the applicant's eligibility or ineligibility as a public housing resident.

Applicants are responsible for informing the Authority, **in writing** of changes in family circumstances (including income) and are responsible for responding to requests from the Housing Authority to update applications. Refusal or failure to provide information may result in the applicant being removed from the waiting list.

4.4 COMMUNITY-WIDE WAITING LISTS

SCHA maintains a **Community Wide** waiting list for its public housing program, and will not merge the waiting list for tenant-based assistance with the waiting list for the Housing Authority's public housing program, project-based voucher program or moderate rehabilitation program.

SCHA will allow the cross-listing of applicants as follows:

If the Housing Authority's waiting list for tenant-based rental voucher programs assistance is open when an applicant is placed on the waiting list for the Housing Authority's public housing program, project-based voucher program or moderate rehabilitation program, SCHA may offer to place the applicant on its waiting list for tenant-based assistance.

If SCHA's waiting list for its public housing program, project-based voucher program or moderate rehabilitation program is open when an applicant is placed on the waiting list for the tenant-based program and if the other program includes units suitable for the applicant, the Housing Authority may offer to place the applicant on its waiting list for the other program.

4.5 SELECTION, TARGETING AND DECONCENTRATION

4.5.1 SELECTION

All information on the application will be verified when the SCHA estimates that an applicant can be housed within a reasonable amount of time. A family will not be selected for admission until verification of all required information including preferences and citizenship has been provided.

To assure compliance with Federal Regulations, all families will be placed on the waiting list and selected for admission based on Income

4.5.2 TARGETING

Targeting eligibility requirements as defined in this Policy and in accordance with the following:

1. Selection will be made based upon the SCHA's obligation that forty percent (40%) of all new admissions to the public housing program not have incomes that exceed 30% of the area median income.
2. The SCHA will monitor admissions at least every three (3) months to determine compliance with the 40% Income Targeting requirement.
3. The SCHA will admit families to the Public Housing program to comply with the Income Targeting requirement, and may adjust the waiting list selection to do so.

4.5.3 DECONCENTRATION

It is the policy of the Schuylkill County Housing Authority (SCHA) to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, families will be skipped on the waiting list to reach other families with a lower or higher income. This will be accomplished in a uniform and non-

discriminating manner.

The Housing Authority will affirmatively market housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income residents will not be steered toward higher income developments

Prior to the beginning of each fiscal year, the Housing Authority will analyze income levels of families residing in each development, the income levels of census tracts in which developments are located, and the income levels of families on the waiting list. Based on this analysis marketing strategies will be determined and de-concentration incentives implemented

DE-CONCENTRATION INCENTIVES: The Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development.

Various incentives may be used at different times or under different conditions but will always be provided in a consistent and nondiscriminatory manner.

OFFER OF A UNIT: When a unit becomes available, the Housing Authority will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration of goal and/or the income targeting goals.

The Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the unit has been viewed, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit. The Housing Authority will send the family a letter documenting the offer and the rejection.

REJECTION OF UNIT: If, in making the offer to the family, the Housing Authority skipped over other families on the waiting list in order to meet a de-concentration goal or offered the family any other de-concentration incentive and the family rejects the unit, the family will not lose its place on the waiting list and will not be otherwise penalized.

If the Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other de-concentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

4.5.4 SPECIAL ADMISSIONS (NON-WAITING LIST SELECTION)

A special admission is the admission of an applicant who is not on the SCHA's waiting list or is admitted without considering the applicant's waiting list position. The SCHA will admit families as special admissions for the following:

1. Any move-in mandated by court orders related to desegregation or Fair Housing and Equal Opportunity will take precedence over all other applicants.
2. The SCHA will admit a family who is part of a HUD office of Inspector General (OIG) witness protection program, provided that the OIG furnishes a written threat assessment that recommends rehousing the family to avoid or minimize a risk of violence against family members as a reprisal for providing such information.

4.6 PREFERENCES

Preferences do not guarantee admission. Rather, they establish the order of placement on the Waiting List. SCHA has adopted local preferences as its primary preferences, which are related to the Statement of Housing Needs in the Authority's Annual Plan (24 CFR 903.7(a)). New or revised local preferences may be adopted by Board resolution to this Policy and will be adopted as a part of the Annual Plan process.

Civil Rights Requirements: SCHA has adopted preferences that are consistent with all laws relating to Civil Rights (as described in Chapter 1).

Informing Applicants About Admission Preferences: SCHA staff will inform all applicants of the duly adopted preferences so applicants may demonstrate their qualification. The SCHA staff will provide every applicant with a **Fact Sheet** describing the available preferences at the time of initial application.

4.6.1 CONSIDERATIONS BEFORE APPLYING PREFERENCES

Before applying SCHA's preference system, household characteristics will be matched with the characteristics of the units by type and features such as unit size, accessibility features, or type of project.

Preferences do not guarantee admission. Rather, they establish the order of placement on the Waiting List. SCHA has adopted local preferences as its primary preferences, which are related to the Statement of Housing Needs in the Authority's Annual Plan (24 CFR 903.7(a)). New or revised local preferences may be adopted by Board resolution to this Policy and will be adopted as a part of the Annual Plan process.

Civil Rights Requirements: SCHA has adopted preferences that are consistent with all laws relating to Civil Rights (as described in Chapter 1).

Informing Applicants About Admission Preferences: SCHA staff will inform all applicants of the duly adopted preferences so applicants may demonstrate their qualification. The SCHA staff will provide every applicant with a **Fact Sheet** describing the available preferences at the time of initial application.

4.6.2 LOCAL AND RANKING PREFERENCES

In accordance with the Housing and Community Development Act of 1992 and prevailing HUD regulations, the Housing Authority has established "Local Preferences" for use in selecting among applicants. The following are the Local Preferences as defined by the Authority:

Displaced Person: a person (family, or individual) that moves from real property, or moves personal property from real property, permanently and involuntarily, as a direct result of action by a government agency related to acquisition, rehabilitation, demolition, fire, flood or other acts of nature or who has been displaced as a result of Domestic Violence or stalking perpetuated against them.

Domestic violence, as defined by HUD, is the "actual or threatened physical violence directed against one or more members of the applicant's family be a spouse or other members of the applicant's household".

The term "domestic violence" and the term "stalking" means:

1. to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
2. to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
3. in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person; and
4. the term 'immediate family member' means, with respect to a person:
 - a. a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or
 - b. any other person living in the household of that person and related to that person by blood and marriage.

A person does not qualify as a "displaced person" if the person has been evicted for cause based upon a serious or repeated violation of material terms of the lease or occupancy agreement, or has completed prescribed or voluntary leaves a transitional housing program, or has been released after being incarcerated. **No individual**

registered with the state sex offender registration program will be admitted to public housing.

Resident of Schuylkill County, (excluding the City of Pottsville): An applicant qualifies for a local preference on the basis of residency if:

- the applicants are working or who have been notified within the 30 calendar day period immediately preceding application that they are hired to work in the Authority's area of operation (Schuylkill County, with the exception of the City of Pottsville); or
- the family is residing in the Authority's area of operation, has given the proper physical address of the unit, and has properly identified the owner.

In its dedication to Fair Housing, without regard to age or handicap, the Housing Authority will give working preference to applicants' households whose head, spouse, or sole member is age 62 or older or is receiving social security disability, supplemental security income disability benefits, or any other payments based on the individual's (certifiable) inability to work and such will be counted as essentially the equivalent under the working preference.

Note: Persons residing in shelters or half-way houses are considered temporary residences and therefore do not qualify as a permanent resident of Schuylkill County

Currently Employed: An applicant qualifying for a local preference on the basis of residency will be further evaluated on the basis of being currently employed if the head or co-head of the applicant household is currently employed at a minimum of 20 hours per week.

Evidence of Economic Empowerment Motivational Activities: An applicant qualifying for a local preference on the basis of residency will be further evaluated on the basis of economic motivational activities provided the head or co-head of the applicant family is a graduate of, or an active participant in educational and training programs designed to prepare individuals for the job market.

Income Targeting: An applicant qualifying for a local preference on the basis of residency will be further evaluated on the basis of the following range of Median Incomes:

- 41% to 50%
- 31% to 40%
- 0% to 30%

Veterans of US Military: This preference is available to applicants where the head of household, spouse or co-head is a veteran or survivor of a veteran who actively served in a branch of the United States Armed Services. The term survivor includes the spouse or widow of a veteran (unless remarried). A person who served in the military that was dishonorably discharged is not eligible for the veteran's preference. You must provide a copy of your DD-214 as proof of veteran status. If you are a widow/er of a Veteran, in

addition to the Veteran's DD-214 you must submit a copy of your marriage certificate and the Veteran's death certificate,

This preference applies to Pennsylvania residents who serve:

- On 30 or more consecutive days of active duty with the Armed Forces of the United States or its reserve components.
- On 30 or more consecutive days of active duty or state active duty in the Pennsylvania Army or Air National Guard.
- As a member in good standing of any reserve component of the Armed Forces of the United States, including the PA National Guard, for a period of one year after release from a tour of active duty, authorized under Title 10 or Title 32, United States Code (other than active duty for training), of 30 or more consecutive days duration, when the need for assistance is directly related to the member's performance of active duty.
- A member in good standing of the PA National Guard for a period of one year after release from a tour of state active duty of 30 or more consecutive days duration, when the need for assistance is directly related to the member's performance of state active duty.
- A former member of the Armed Forces of the United States or its reserve components, including the PA National Guard for a period of 2 years after discharge if the discharge was for medical reasons arising out of the member's military service, and meets the other requirements.
- The household of which the service member or veteran is a member.
- The surviving household members of a deceased service member or veteran who died of service connected causes, provided:
 - The death occurred during active duty service or within five years of discharge from service
 - The death occurred not more than five years from the date of application for housing.

The program also applies to certain members of the families of the eligible service members as long as the relatives are residents of Pennsylvania.

"Eligible service members" and "eligible relatives of eligible service members" are defined in 51 Pa.C.S. § 7319(j). An "eligible service member" is a member of the armed forces of the United States or reserve components serving on active duty for 30 or more consecutive days or a member of the Pennsylvania National Guard serving on state active duty for 30 or more consecutive days. Eligible service members must be legal residents of Pennsylvania when they apply for assistance.

Eligible relatives of eligible service members include the dependent spouse and dependent child of an eligible service member. In the case of applications for assistance to visit hospitalized service members, parents and siblings of the service member may also apply. To be eligible a relative must be a legal resident of Pennsylvania when they apply for assistance.

In accordance with Section 13 of the Pennsylvania Housing Authority Law, as amended shall be cumulative with any other preference allowed by the Housing Authority for which the applicant qualifies, so that services members or veterans have priority over non-service members and nonveterans within each preference category.

Applicants from another state. Subject to priority of admission, an eligible veteran who resides in another state may apply for admission if this Commonwealth was listed as home of record upon entry into active duty or this Commonwealth's military forces. An applicant who is not a bona fide resident of this Commonwealth at the time of admission may not be admitted if a bona fide resident of this Commonwealth is awaiting admission.

Victim of Domestic Violence (this category is incorporated into the Displaced Preference as described above).

Currently Living in Substandard Housing Living in substandard housing (including homeless families) means that a unit is substandard it:

- Is dilapidated
- Does not have a usable flush toilet inside the unit for the exclusive use of the family
- Does not have a usable bathtub or shower inside the unit for the exclusive use of the family
- Does not have electricity or have inadequate or unsafe electrical service
- Does not have a safe or adequate source of heat
- Should, but does not, have kitchen; or
- Has been declared unfit for habitation by an agency or unit of government.

A housing unit is dilapidated if it:

- Does not provide safe and adequate shelter, and in its present condition endangers the health, safety or well-being of a family; or
- It has one or more critical defects, or a combination or intermediate defects in sufficient number and extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair, or from serious damage to the structure.

Note: Single Room Occupancy (SRO) is not considered substandard solely because it lacks sanitary or food preparation facilities (or both)

Applicants who are homeless families are considered to be living in substandard housing.

A homeless family is defined in the McKinney Homeless Assistance Act (PL 100-77, approved 22 July 1987). The definition of a homeless family includes any individual or family who:

- Lacks a fixed, regular and adequate nighttime residence; and
- Has a primary nighttime resident that is:
 - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - A public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.

Homeless family does NOT include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State Law.

Nursing Home Transition

A low-income frail elderly individuals who elect to transition from a nursing home or nursing facility care to an affordable housing unit in the community with the appropriate supportive services;

Eligibility for the “Nursing Facility Transition” preference is as follows:

1. The individual must meet the income criteria and all other requirements of the public housing or housing choice voucher programs;
2. Must have resided in a hospital or nursing facility that medical assistance is provided under the Commonwealth plan for service;
3. Must be receiving Medicaid benefits for inpatient services furnished by such inpatient facility; and
4. Who is approved by the appropriate home and community based service provider to transition into a community based setting with an appropriate supportive services plan.

4.6.3 CHANGES IN PREFERENCE STATUS WHILE ON THE WAITING LIST

Families on the waiting list who did not qualify for any preference when they applied may experience a change in circumstances that later qualifies them for a preference. The reverse may also occur. In such instances, the family is responsible for contacting SCHA so that their status may be recertified or re-verified. If preference status changes, applicant retains original date and time of application or application number.

If SCHA determines that the family does now qualify for a preference, they would be moved up on the Waiting List in accordance with their preference and their date and time of application/application number and would be informed in writing of how the change in status has affected their position on the waiting list.

Applicants are informed of their right and responsibility to provide SCHA with information that may change their preference status.

4.6.4 MEETING FOR APPLICANTS DENIED A PREFERENCE [24CFR 5.410(G)]

If an applicant claims, but does not qualify for a preference, the applicant is given an opportunity to show that they qualify for available preferences.

SCHA will provide a written notice if the applicant does not qualify for a preference. The notice will contain a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with SCHA's designee to review the determination.

If the applicant requests the meeting, the Executive Director will designate someone to conduct the meeting who is not the person who made the initial determination or reviewed the determination, or a subordinate of that person. A written summary of this meeting will be retained in the applicant's file, and the applicant will be informed in writing accordingly.

An applicant may exercise other rights if he or she believes discrimination, based on race, color, national origin, sex, religion, age, disability, or familial status contributed to SCHA's decision to deny the preference.

4.7 UPDATING A WAITING LIST

SCHA will update the Waiting List annually. An updated Waiting List will make it easier for the staff to contact applicants. The following process will be followed for updating the Waiting List:

4.7.1 PREPARING THE UPDATE PACKAGE

Each applicant will be sent an Update letter explaining the update process. Applicants with disabilities who have requested an alternative form of communication would be contracted using the requested method. The update letter will be in a format that

accommodates individual applicant's need. Advocacy agencies serving low income families, such as Social Security/SSI, Public Assistance, Bureau of Employment/Unemployment, or agencies serving people with disabilities such as Easter Seal Society, Independent Living, etc. will be notified at the time SCHA is updating its Waiting List, and will be provided with a copy of the Update letter so they may better inform and advise their clients.

Applicant will be allowed ten (10) from the date of the letter to either respond to the letter.

4.7.2 APPLICANTS WHO FAIL TO RESPOND: SECOND NOTICE

SCHA will begin entering update information as applicants return their Update Forms. Three (3) weeks after the first mailing, a second Reminder Notice will be sent out in order to reach applicants who have not responded.

Applicants will have one week (7 days) from the date of the letter to report in person to SCHA.

If an applicant fails to respond to either of SCHA's update letters, or if the letters are returned postmarked undeliverable, SCHA will withdraw their application. Letters returned by the post office will be filed unopened. To maximize the response rate, SCHA will inform applicants at the time of their initial application that it is their (the applicant's) responsibility to inform SCHA of any changes in contact information.

4.7.3 REASONABLE ACCOMMODATION OF APPLICANTS WITH DISABILITIES

SCHA is committed to provide reasonable accommodations for applicants with disabilities. Such reasonable accommodations include, but are not limited to:

- Providing update materials in formats requested by applicants;
- Providing sign language interpreters for applicants with hearing impairments;
- Permitting applicants to be represented by a family member, advocate, case worker or other person designated by the applicant;
- Contacting the applicant in the manner designated by the applicant;
- Conducting interviews or completing paperwork at a site other than SCHA's Occupancy office for applicants who cannot come to the office for reasons connected with a disability;
- Granting extended time for response to persons who cannot respond within the timeframes described above because of a disability; and
- Reinstating applicants with disabilities who do not respond in the timeframes described above because of a verified reason connected to a disability.

4.7.4 COMPLETING THE WAITING LIST UPDATE

SCHA will complete the data entry after all the responses have been received from the applicants who confirm their continued interest in public housing. The Waiting List will be recorded according to the updated information, including, but not limited to: applicant income, preferences, or need for accessible unit features.

4.8 REMOVING APPLICANTS FROM THE WAITING LIST

SCHA will remove applicants from the waiting list because of the following: they have been housed, they have requested that their names be removed, their application has been withdrawn or rejected, or they have refused an offer of housing without good cause.

4.8.1 WITHDRAWING AN APPLICATION FROM THE WAITING LIST

SCHA may remove/withdraw an applicant's name from the waiting list under the following circumstances:

- The applicant requests that the name be removed;
- The applicant has failed to advise SCHA of his/her continued interest in public housing during the Waiting List update. (This includes failing to notify SCHA of any changes in family status, preference status, address);
- SCHA has made reasonable efforts to contact the applicant to update the waiting list, but has been unsuccessful. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address that is returned by the Post Office will constitute documentation of reasonable effort to contact the applicant;
- SCHA has made reasonable efforts to contact the applicant to schedule interviews necessary to complete the application process or to obtain information necessary to process the application, and the applicant has failed to respond; or
- When an applicant fails to keep a scheduled interview or fails to respond to SCHA concerning information that is necessary to process the application or to maintain the waiting list, SCHA will notify the applicant in writing that he/she has 10 working days within which to reschedule the interview or provide the needed information. If the applicant fails to respond within that period, the application will be withdrawn from the waiting list. SCHA may consider mitigating circumstances such as health problems or lack of transportation in determining whether the application should be withdrawn.

4.8.2 REJECTING AN APPLICATION FOR PUBLIC HOUSING (24 CFR 960.203)

SCHA may reject an application and thus remove an applicant's name from the waiting list under the following circumstances:

- SCHA has notified the applicant of its intention to remove the applicant's name because the applicant is no longer eligible for public housing;

- The applicants fails to pay an outstanding balance owed to SCHA or another public housing authority;
- The applicant fails to complete the Pre-Occupancy Classes/Orientation;
- The applicants fails to pay an existing utility balance which results in a denial of service by the utility supplier; or the applicants fails SCHA's screening because of a documented tenant history of:
 - Poor past performance in meeting financial obligations, especially rent;
 - A record of disturbance of neighbors, destruction of property, or reports of living or housekeeping habits at prior residences that may adversely affect the health, safety or welfare of other tenants, or cause damage to the unit or development;
 - Involvement in criminal activity on the part of any applicant family member that would adversely affect the health, safety or welfare of other tenants;
 - A record of eviction from housing or termination from residential programs;
 - Inability or unwillingness to comply with the terms of SCHA's lease;
 - Misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent.

4.8.3 REMOVING OR DROPPING AN APPLICATION FOR REFUSAL OF A UNIT OFFER

In keeping with SCHA's admission policy, an applicant may refuse ONE unit offer and remain on the waiting list. If, however an applicant rejects a second unit offer (at a different site) other than for good cause, SCHA will remove the applicant from the Waiting List. The applicant will have to re-apply with a new date and time of application or application number in accordance with SCHA's Tenant Selection and Assignment Plan.

CHAPTER 5. QUALIFICATION FOR ADMISSION:

APPLICANT SELECTION CRITERIA

5.0 OVERVIEW

All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, SCHA 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 the premises by 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 SCHA.

5.1 HOW SCHA WILL CHECK ABILITY TO COMPLY WITH ESSENTIAL LEASE REQUIREMENTS:

Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with SCHA's Procedure on Applicant Screening. Applicant screening shall assess 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 SCHA.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

1. 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;
2. Adversely affect the physical environment or financial stability of the project;
3. Violate the terms and conditions of the lease;
4. Require services from SCHA staff that would alter the fundamental nature of SCHA's program.

SCHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.

SCHA will complete a credit check and a rental history check on all applicants.

Payment of funds owed to SCHA or any other housing authority is part of the screening evaluation. SCHA will reject an applicant for unpaid balances owed SCHA or any other Housing Authority by the applicant for any program that SCHA operates.

SCHA will complete a criminal background check on all adult applicants (including live-in aides) or any member for whom criminal records are available. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the jurisdiction for the last seven years. Where the individual has lived outside the local area, the SCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). Before SCHA rejects an applicant on the basis of criminal history, SCHA must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, SCHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.

SCHA may complete a home visit on applicants that have passed criminal history screening and have incomplete or questionable landlord references (such as poor housekeeping report) to determine if the applicant's housekeeping would create health or sanitation problems.

Housekeeping criteria to be checked shall include, but not be limited to:

- Condition in: living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
- Cleanliness in each room; and
- General care of appliances, fixtures, windows, doors and cabinets.

Other SCHA lease compliance criteria will also be checked, such as:

- Evidence of destruction of property;
- Unauthorized occupants;
- Evidence of criminal activity; and
- Conditions inconsistent with application information.

All applicants shall have at least two days' advance written notice of Home Visits.

All applicants may be asked to attend and complete SCHA's Pre-Occupancy Orientation.

SCHA'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 adult family members:

- Past performance in meeting financial obligations, especially rent and utility bills.
- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
- History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property (i.e. abuse, rape, assault, molestation, weapons, arson, homicide, manslaughter, robbery, alcohol abuse and/or pornography, including those offenses covered by Megan's Law) or 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 development.

SCHA can utilize evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

The specific factors that may be considered when SCHA evaluates an individual's criminal activity include:

- Whether the applicant's offense bears a relationship to the safety and security of other residents;
- The level of violence, if any, of the offense for which the applicant was convicted;
- Length of time since the conviction;
- The number of convictions that appear on the applicant's criminal history'
- If the applicant is now in recovery for an addiction;
- Any rehabilitation efforts that the applicant has undertaken since the time of conviction

SCHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;

SCHA may, if a statute requires that SCHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.

- 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 SCHA's lease.

SCHA shall reject the applications of certain applicants for criminal activity or drug abuse by household members:

- SCHA shall reject the application of any applicant for seven years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, SCHA may admit the household if SCHA determines that:
 - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by SCHA, or
 - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- SCHA shall reject the application of a household if SCHA determines that:
 - Any household member is currently engaging in illegal use of a drug; or
 - SCHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
 - Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program including those offenses covered by Megan's Law; or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

An applicant's intentional misrepresentation of information related to eligibility, 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.

Applicants must be able to demonstrate at the time of admission the ability and willingness to comply with the terms of SCHA's lease, either alone or with assistance.

If, during the term of the, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the SCHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease **THEN**; the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and terminate Tenant's lease. If there are no family members who can or will take responsibility for moving Tenant, the SCHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. At the time of admission, all Tenants must identify the family members(s) to be contacted if they become unable to comply with lease terms.

5.2. SCREENING APPLICANTS WHO CLAIM MITIGATING CIRCUMSTANCES

If negative information is received about an applicant, SCHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

Mitigating circumstances are facts relating to the applicant's negative rental history behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, SCHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. SCHA shall also have the right to request further information 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 or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of mitigating circumstances might include:

1. Evidence of successful rehabilitation;
2. Evidence of the applicant family's participation in social service or other appropriate counseling service; or
3. Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. SCHA will consider such circumstances in light of:

1. the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
2. the applicant's overall performance with respect to all the screening requirements; and
3. the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

5.3 QUALIFIED AND UNQUALIFIED APPLICANTS

Verified information will be analyzed and a determination made with respect to:

1. Eligibility of the applicant as a family;
2. Eligibility of the applicant with respect to income limits for admission;
3. Eligibility of the applicant with respect to citizenship or eligible immigration status;
4. Unit size required for and selected by the family;
5. Preference category (if any) to which the family is entitled; and
6. Qualification of the applicant with respect to the election Criteria.

Qualified families will be notified by SCHA of the approximate date of admission insofar as that date can be determined, however the date stated by SCHA is an estimate and does not guarantee that applicants can expect to be housed by that date.

Unqualified applicants will be promptly notified by a Notice of Rejection from SCHA stating the basis for such determination and offering an opportunity for informal hearing (see Procedure for Informal Hearing for Rejected Applicants). Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled the use of the resident grievance process.

Applicants known to have a disability that are eligible but fail to meet the Selection Criteria, will be offered an opportunity for a second informal meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

5.4 INFORMAL HEARING PROCEDURES

Applicants who are denied admission to SCHA's assisted housing program are entitled to an informal review of their application. Households participating in the program have a right to an informal review by the hearing officer or designee under certain situations. People are considered "applicants" until there is an effective lease, at which time they become "tenants".

Ineligible applicants will be promptly provided with a Notice of Ineligibility letter detailing their individual status, stating the reason and date for their ineligibility status, and offering them an opportunity for an informal review. Notification will state that person(s) with a disability has the opportunity to request consideration of reasonable accommodations

An informal review may be requested for the following decisions denying:

- Listing on the Authority's waiting list
- Assignment of a housing unit
- Participation in the Program
- Preference Status
- Eligible Immigration Status

Applicant must submit their request in writing to the Housing Authority within ten (10) working days from the date the determination was hand delivered to the applicant or the day after it was mailed. Failure to respond within the time frame established results in forfeiture of the appeal process.

The Informal Review will be conducted by the Executive Director or designee who will be neither the person who made or approved of the decision under review or a subordinate of such person.

The family will be notified of the time and location of meeting and may submit any evidence and provide witnesses at the informal review. The family may provide legal counsel at their own expense.

The designated hearing officer or designee will make a determination on whether the rule or regulation was incorrectly applied. Information submitted at the informal review shall be submitted to the Authority with a copy to the applicant within 14 days.

Note: SCHA does not need to provide an informal review for the following types of determinations:

1. to review discretionary administrative determinations by the Authority or
2. to consider general policy issues on class grievances;
3. to review the Authority's determination of the number of bedrooms necessary for the family.

CHAPTER 6. OCCUPANCY GUIDELINES

6.0 OVERVIEW

This Chapter provides guidance on occupancy standards for SCHA's public housing units. SCHA considered the following issues in establishing its occupancy guidelines:

- State and Local Codes
- Sizes and Configuration of SCHA Units
- Capacity of Sites, Systems and Infrastructure
- Individual Family Characteristics
- Making the Best Use of Available Units

6.1 HOUSING UNIT OCCUPANCY STANDARDS

The following standards will govern the number of bedrooms required to accommodate a family of a given size and composition. Reasonable exceptions to these standards may be made in case of extreme emergency at the discretion of the Executive Director or designee.

The occupancy standards will determine the bedroom size for placement on the waiting list.

SCHA does not limit who shares a bedroom/sleeping room. Under the minimum/maximum number-of-persons-per-unit standard, generally two people will share a bedroom; however special circumstances may warrant consideration such as:

- It will not be necessary for persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults, to occupy the same bedroom, although they may do so at the request of the family;
- Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities;
- An unborn child may be counted as a person, as well as foster children or children who are in the process of being adopted or whose custody is pending and where there is reasonable likelihood of success for such custody or adoption. They may be counted as a household member and included in the size of the family in determining unit size. A single pregnant woman may be assigned to a one or two bedroom unit.

- In determining unit size, the Authority will consider a child who is temporarily away from home because of placement in foster care, kinship care or away at school. However, a family member who is absent most of the time, such as a member who is away in the military will not be provided space.
- Two children of the opposite sex will not be required to share a bedroom **except at the request of the family.** Two children of the same sex are expected to share a bedroom, regardless of their ages.
- The living room or dining room will not be considered as a bedroom when determining the minimum size unit for which a family qualifies.
- Parent(s) may share the bedroom with a baby until the child is two and/or a larger unit is available for transfer.
- A live-in attendant may be assigned a bedroom.
- For verified reasons of medical or health problems, a separate bedroom may be provided for an individual family member.
- A single person who is not elderly, disabled, displaced or the remaining member of a resident family, may not be placed in a unit larger than a one bedroom unit.
- Where efficiency apartments are available, single individuals will be assigned to these units, while two person will be assigned to the one bedroom.

At the discretion of the Authority, families may be permitted to exceed the maximum as shown on the following chart when the family requests such occupancy, and when the Authority determines that the unit in question is acceptable. Units will be assigned so that a minimum of one person will occupy each bedroom. The family may be requested to move to a smaller unit when another family needs the unit and a suitable unit is available. In any case, no larger unit will be held vacant due to lack of appropriate sized families on the waiting list, if it is not financially feasible to do so.

If the Authority permits a family to occupy a unit smaller than the minimum standards, the family will be required to sign a statement agreeing to occupy the unit it requested, and not ask for a transfer until such time as the family size changes.

In assigning unit sizes, the Authority will take into account different cultural standards, length of time the family would have to wait for smaller versus larger units, and the age, relationship and sex of family members. *(related language recommended by HUD)*. Families will not be required to use rooms other than bedrooms for sleeping purposes in the determination of the size of the public housing unit

These general guidelines are used in determining the housing unit bedroom size:

Housing Unit Size	Minimum # Persons In Household	Maximum # Persons In Household
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8

A family may request a larger size unit when they report a change in family composition. The applicant/resident shall be required to submit to SCHA in writing a request for a larger size unit and give the justification for the request within 10 days.

SCHA shall grant exceptions from the standards if SCHA determines the exceptions are justified by the relationship, age, sex, health or handicap of family members, or other individual circumstances.

SCHA will consider the request according to the conditions outlined in this Policy and determine whether or not the request will be granted. The necessity for an exception to unit size standards must be verified and documented. The granting of an exception shall be at the discretion of SCHA.

Examples of special circumstances which may dictate a larger size than the Occupancy Standards are as follows:

- Spouses who, because of verified medical reason, cannot share a bedroom;
- An elderly, handicapped, or disabled person who requires a live-in attendant;
- Different generations.

Normally where efficiency apartments exists, one-person families will be assigned to these units and the one bedroom units in these complexes will be considered for two-person families.

To avoid vacancies, a larger unit, than suggested by the above guidelines, may be provided to a family provided that the family will move to a smaller unit when another family needs the unit and a suitable smaller unit is available.

6.2 WHEN CHANGES ARE TO BE MADE

The approval of different size housing units, will also be dependent on availability. If the housing unit that is needed, due to the change, is not available at the time, the family will be placed on the Transfer List (see **Chapter 11**).

Families, who are in compliance with their lease, will be selected from the Transfer List on an alternating basis with families from the waiting list. This assures that families who are already on the program are housed properly whenever possible and that families on the waiting list are given an opportunity to be properly housed within a reasonable period of time.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be reported to the Executive Director who will review the situation, depending on the individual circumstances and the verification provided.

CHAPTER 7. VERIFICATION STANDARDS

7.0 OVERVIEW

SCHA verifies family income, family composition, status of full time students, value of assets, factors allowing a preference, applicant screening, and other factors relating to eligibility determination before an applicant is determined eligible and assigned the appropriate size unit. Proper verification of annual income is critical to ensure program integrity. Thus, the initial interview with an applicant is important, as this interview sets the groundwork for future interims and annual reexamination interviews once the applicant is housed.

7.1 METHODS OF VERIFICATION

In the order presented SCHA will attempt to effectuate:

1. Third Party Verifications

Third party verification is considered to be the most effective means of verifying information provided by the family. Verification forms will be sent by mail to the appropriate third party with a request that the form be returned via mail. It is the intent of the Authority that the form shall never pass through the hands of the applicant/participant.

In the event that third party written verification is not possible due to an unwillingness by the source to respond or in the event that the information is not returned after two (2) written requests, staff will be advised to note the file accordingly and then to proceed with the third party oral verification.

Oral verification will be made through a phone call to the source or by an "in person" meeting. When third party oral verification is used, staff will be required to complete a form noting with whom they spoke with, the date of the conversation, and the nature (facts provided) of the conversation.

SCHA will not allow Residents to "hand carry" or bring back verifications from the source to be considered third party verifications. Third party verifications will be mailed directly to the third party source.

When SCHA uses oral third party verification, a standard record of the verification will be completed by the responsible staff person and placed in the file.

Use of Computer Print-Out – Up-Front – Automated or Manual Verification

In as much as many employers and agencies have gone to the use of computer-generated forms as their response to requests for "third party written verification", SCHA may accept all such computer forms as documentation of third party written verification. Such sources and their forms may include (but are not limited to):

Social Security Administration
Veteran's Administration
Welfare Area
Unemployment Compensation Board
Child Support through Agency Enforcement
Employment Verification

Some Up-front income verification sources available to housing authorities include:

- Enterprise Income Verification (EIV) System that provides employment and income information from the Social Security Administration (SSA) and Health and Human Services (HHS) and unemployment compensation information reported by the State Workforce Agency (SWA).
- State Wage Information Collection Agencies (SWICA) (source of employers and reported wages)-fee may be charged and a Memorandum of Understanding (MOU) may be required)
- The Work Number – an automated service to access 40 million employment records
- Internal Revenue Service (IRS) – tax filing status of individual. Individual may obtain their own listing and use as a third party verification.
- Credit Bureau Association (CBA) Credit Report – used for credit history and ability to pay rent

2. Review of Documents

In the event neither third party written or oral verification is possible, staff will request the applicant/participant to bring in actual documents at the time of the application.

All documents, **excluding government checks**, will be photocopied and retained in the applicant file. No government checks will be photocopied. A verification notation will be recorded in the file.

Where "review of documents" occurs and forms cannot be photocopied, staff viewing document(s) will be required to make a note for the file.

3. Applicant Certification/Self-Declarations(s)

When verification cannot be effectuated by either form of third party verification nor review of documents, applicants will be required to submit a notarized statement.

Notarized statements are only to be used as a last resort, when the other forms of verification are impossible to obtain. A non-notarized resident statement as a form of verification is not acceptable.

Certifications which do not have to be notarized include the certification of the Divestiture of Assets.

7.2 RELEASE OF INFORMATION

At the application stage, families will be asked to sign appropriate verification forms, as well as a blanket authorization form. Each member, so requested to consent to the release of information, will be provided with a copy of the appropriate forms for their review and signature.

Each and every verification form will contain the appropriate family members' signature as proof of:

- Their consent to the "third party" for release of specified information; and
- Evidence of their understanding of the type/nature of information being sought.

Family refusal to cooperate with the HUD prescribed verification system will result in the termination of the household's application or housing assistance and will result in ineligibility status.

7.3 ITEMS TO BE VERIFIED

ALL INCOME unless specifically excluded by the regulations;

CURRENT ASSETS (for those assets disposed of for less than fair market value in preceding two years, verification will simply be the difference between market value and actual value);

FAMILY COMPOSITION/STATUS, SOCIAL SECURITY NUMBERS, CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (for each member of the household)

DEDUCTIONS for such items as income of family member under age 18 (other than head or spouse), an allowance for the disability of a family member other than head or spouse or elderly/disabled head(s) of household, and/or dependents.

FULL TIME STUDENT STATUS (as defined by the institution for persons carrying equivalent of what school considers to be full-time for "day" students) - includes High School students who are 18 or over;

TOTAL MEDICAL EXPENSES for "elderly" families only whose head or spouse is 62 years of age or older or handicapped or disabled according to the HUD definition;

CHILD CARE EXPENSES where it allows an adult family member to be gainfully employed or to further their education;

WORK RELATED DISABILITY HANDICAPPED ASSISTANCE EXPENSES (to include only those costs associated with attendant care or auxiliary apparatus which allows an adult family member to be gainfully employed);

FAMILY REQUESTING A LARGER UNIT THAN APPLICABLE (under SCHA's Occupancy Standards only where family can show that larger unit is needed for "medical purposes" or other extenuating circumstances);

PERSONS REQUESTING "PREFERENCE" STATUS", based upon preferences approved in the applicable policies pertaining to the various programs;

TENANT SELECTION SCREENING VERIFICATION (relevant to previous landlord references. (housekeeping, payment history and lease compliance).

Additionally, SCHA may request a credit report on families to determine if there are any monies being paid on behalf of the household on a regular basis that should be included as income for rent determination purposes.

CRIMINAL CHECK AND VERIFICATION, will be performed for all applicants for housing and the information will lead to a decision based on the following:

If there is no criminal history whatsoever with the last seven years, the applicant is not denied eligibility to housing assisted by SCHA.

1. If there is criminal history of any type with the last seven years and:
 - a. it is non-violent and
 - b. there has been disposition to the case,
2. then the applicant passes the test and is not denied eligibility to housing assisted by SCHA.
3. If there is criminal history of any type within the last seven years and:

- a. it is violent (i.e. abuse, rape, assault, molestation, weapons, arson, homicide, manslaughter, robbery, drug sales) and/or
- b. it is fraud against public welfare, a housing authority or any other government agency and/or
- c. It is drug and/or alcohol related and/or
- d. It has had no disposition and/or
- e. Is a pattern or arrests and/or convictions, then the applicant is denied eligibility to housing assisted by SCHA.

Under item “d” above the applicant may inform SCHA when there is a disposition to the case and may become eligible.

ZERO-INCOME STATUS of household will be verified initially and every 30 days thereafter. Families alleging to have NO income will be required to execute verification forms to determine that the more obvious forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household. The responses from these types of sources will then serve as third party INDEPENDENT verification. Applicants may be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, phone service, cable, etc. to determine the source of income supporting such cash expenditures. Additionally, SCHA may request a credit report on families to determine if there are any monies being paid on behalf of the household on a regular basis that should be included as income for rent determination purposes.

7.4 MINIMUM INCOME

There is no minimum income requirement, but there must be rent paying ability of at least \$50.00 per month. Families will not be required to apply for welfare, but it may be suggested to them.

7.5 ACCEPTABLE FORMS OF VERIFICATION (SEE TABLE II FOLLOWING THIS CHAPTER)

Specific and current information must be obtained on verification documents. Income verification less than 90 days old is an acceptable means of verification. Such documentation may be extended with a telephone update for an additional 30 days. Verification older than 120 days must be re-verified, unless it is information which is not subject to change, thus requiring no further verification. Projections of Annual income shall be based on the best available information, with due consideration to past year’s income, current income rate and effective date; and shall include estimates of each income recipient

in the family group. The following verification information will be considered acceptable by SCHA in the order listed:

7.5.1. Employment Income: Any verification form will request the employer to specify the:

- Pay rate, frequency of pay, past earnings (including overtime, commission, bonus or tips, if applicable); and
- Effective date of the last pay increases; and
- Probability and effective date of any increase during the next 12 months.

Acceptable forms of verification include (in this order):

1. Enterprise Income Verification System (EIV).
2. Employment verification form or printout, completed by the employer.
3. Check stubs or earning statements showing employee's gross pay per pay period and frequency of pay (preferably three month or more).
4. W-2 forms if applicant has had the same job for at least two years and pay increases can be accurately projected.
5. Notarized statements, affidavits or income tax returns signed by the applicant describing self-employment and amount of income or income from tips and other gratuities.

7.5.2 Social Security, Pensions, Supplementary Security Income (SSI), Disability Income:

If EIV or TASS or other third party verification is unavailable, SCHA must document file and follow verification procedures as outlined in Notice PIH 2004-18, dated September 17, 2004 as follows:

1. Resident/applicant shall provide current (**dated within the last 60 days**) benefit verification letter for each household member that receives social security benefits.
2. Resident or applicant shall request award or benefit notification letters, by calling (1-800-772-1213) or visiting the following website (www.ssa.gov.) Original copy of notification letter that resident obtains must be submitted to Authority office. SCHA shall photocopy and return original to family and retain copy for its file.

7.5.3 Unemployment Compensation:

1. Enterprise Income Verification System (EIV).
2. Verification form or printout completed by the unemployment compensation agency.
3. Records from unemployment office stating payment dates and amounts.

7.5.4 Welfare:

All Welfare Programs. Welfare agency's written statements or printouts as to type and amount of assistance family are currently receiving, and any changes in assistance expected during the next 12 months.

7.5.5 Alimony or Child Support Payments:

1. Verification from Domestic Relations Office.
2. Copy of a separation or settlement agreement, printout, or a divorce decree stating amounts and types of support and payment schedules.
3. A letter from the person paying the support.
4. Copy of latest check. SCHA must record the date, amount, and number of the check.
5. Applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

If payments are irregular:

1. Verification of irregularity of payment by Domestic Relations Office.
2. Copy of separation or settlement agreement, printout, or a divorce decree stating amount and type of support and payment schedules.
3. Statement from agency responsible for enforcing payments to show that family has filed.
4. Applicant's notarized statement or affidavit of amount received.

7.5.6 Earned Income Tax Credit:

For credits applied in one lump sum against tax liability, use

Income Tax Return (IRS Form 1040 or 1040A) or

IRS Form W-5 (Earned Income Credit Advance Payment).

7.5.7 Net Income From A Business:

The following documents show income for the prior years. SCHAs must consult with Resident and use this data to estimate income for the next 12 months.

1. IRS Tax Return, Form 1040, including any:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
2. An accountant's calculation of depreciation of expense computed, using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
3. Audited or unaudited financial statement(s) of the business.
4. Loan Application listing income derived from the business during the previous 12 months.
5. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

7.5.8 Child Care Business:

Net income from a child care business must be verified as with any other business (see Net Income from a Business above). However, if resident's operation of business is newly established or is of a "cash and carry" type, resident/applicant may be requested to provide a form for **each** "customer" that he/she provides child care services to. Each form must provide the name, address, and phone number of the "customer". It must be signed and dated. A verification form will then be sent to identified "customer(s)", requesting the names of the children cared for, the number of times the care is provided, the rate of pay, method of payment (cash/check) and the typical yearly amount projected, (including school and vacation periods). Verification forms must be signed and dated by "customer".

The income stated above must be reported as earned income on IRS Tax Return.

If a person is no longer providing child care service, a third party written verification will be mailed to the customer (parent of the child being cared for) requesting verification of termination of services.

7.5.9 Recurring Gifts:

1. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.
2. Applicant's notarized statement or affidavit that provides the required information.

7.5.10 Scholarships, Grants, and Veterans Administration Benefits for Education

1. Benefactor's written confirmation of amount and purpose of assistance with a breakdown, which includes the amount of the grant for the student's tuition, fees, books, equipment, supplies, materials, transportation, and miscellaneous personal expense.
2. Statement from school showing amount of grant for costs of attendance figured into grant or scholarship.

7.5.11 Family Assets Now Held:

For non-liquid assets, collect enough information to determine the current cash value - the net amount the family would receive if the asset were converted to cash.

1. Verification forms, letters, or documents from a financial institution, broker, stock listings in the newspaper, etc.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements (if tax authority uses approximate market value).
5. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.
6. Appraisals of personal property held as an investment.
7. Applicant's notarized statements or signed affidavits describing assets or to cash held at the applicant's home or in safe deposit box.

7.5.12 Assets Disposed of For Less Than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification:

1. SCHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding effective date of the certification or re-certification.
2. If the family certifies that they did dispose of assets for less than fair market value - a certification that shows: (a) all assets disposed of for less than FMV; (b) the date they disposed of the assets; (c) the amount the family received; and (d) the assets' market value at the time of disposition.

7.5.13 Savings Account Interest Income and Dividends:

1. Account statements, passbooks, certificates of deposit, etc., (if they show enough information) and are signed by the financial institution.
2. Broker's quarterly statements showing value of stocks or bonds and the earning credited the applicant.
3. If SCHA accepts an IRS Form 1099 from the financial institution, SCHA will adjust the information to project earnings expected for the next 12 months.

7.5.14 Interest Income From Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract, or Similar Arrangement:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the applicant is NOT sufficient since appropriate breakdown of interest and principal is not included.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

7.5.15 Rental Income from Property Owned by Applicant:

1. IRS Form 1040 with Schedule E (rental Income)
2. Copies of latest rent checks, leases, or utility bills.
3. Documentation of applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense).
4. Lessee's written statement identifying monthly payments due the applicant and applicant's affidavit as to net income realized.
5. Anticipated changes in rental income over the next 12-month period should also be considered.

7.5.16 Full-Time Student Status:

1. Written verification from the registrar's office or appropriate school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

7.5.17 Child Care Expense:

1. Written verification from the person who receives the payment. If the child care provider is an individual, they must provide their Social Security Number and a notarized statement of the amount they are charging the Residents for their services.
2. Verifications must specify the child care provider's name, address, and phone, the names of the children cared for, and the frequency (number of times the baby-sitting occurs), the rate of pay, and the typical yearly amount, including school and vacation periods.
3. Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.

7.5.18 Medical Expenses:

1. Written verification or printout by a doctor, hospital or clinic personnel, dentist, pharmacist, etc, of:
 - a. the estimated medical costs to be incurred by the applicant and of regular payments due on medical bills; and
 - b. extent to which those expenses will be reimbursed by insurance or a government agency.
2. The insurance company's or employer's written confirmation of health insurance premiums to be paid by the applicant.
3. Social Security Administration's written confirmation of Medicare premiums to be paid by the applicant over the months.
4. For attendant care:
 - a. Doctor's certification that the assistance of an attendant is medically necessary.
 - b. Attendant's written confirmation of hours of care provided and amounts and frequency of payments received from the family (or copies of canceled checks the family used to make those payments).

- c. Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.
5. Receipts, canceled checks, or pay stubs that indicate health insurance premium costs, etc., that verify medical and insurance expenses also likely to be incurred in the next 12 months.
6. Copies of payment agreements with medical facilities or canceled checks that verify payment made on outstanding medical bills that will continue over all or part of the next 12 months.
7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. SCHA may use this approach for general medical expenses such as nonprescription drugs and regular visits to doctor or dentists, but not for one-time, nonrecurring expenses from the previous year.

7.5.19 Medical Need for Larger Unit:

A reliable medical source must certify that such arrangements are medically necessary.

7.5.20 Assistance to Handicapped:

1. Attendant Care:
 - a. Attendant's written certification as to: amount received from the applicant/Resident; frequency of receipt; hours of care provided; and/or copies of canceled checks applicant/Resident used to make those payments.
 - b. Certifications required in paragraph 3-b below.
2. Auxiliary Apparatus:
 - a. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.
 - b. In the case where the handicapped person is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
3. In All Cases:
 - a. Written certification from a doctor or a rehabilitation agency that the handicapped person requires the services of an attendant or the use of auxiliary apparatus to permit the handicapped person to be employed or to function sufficiently independently to enable another family member to be employed.

- b. Family's written certification as to whether they receive reimbursement for any of the expenses in paragraph 1 and 2 above and the amount of any reimbursement received.

7.6 VERIFYING FACTORS OF ELIGIBILITY

7.6.1 Family Status: The following types of verification will be acceptable as methods to document Residents' statements regarding family status.

To verify blood relationship, a driver's license or work ID will be used to verify name.

For marriage, a legal certificate of marriage will be used to verify relationship.

For stable family relationship, the following types of proof will be used:

1. Joint bank accounts, purchases or loans
2. Prior or current lease or rental agreement showing cohabitation period or a statement from landlord to this effect.
3. Credit report showing residence and joint financial activity

For persons with disability, who are requesting a reasonable accommodation or program benefits that are available specifically for persons with disabilities i.e. (\$400 exemption), third-party verification must be obtained verifying that applicant meets the HUD definition of a person with a disability as stated in this policy. Such verification shall include:

third party verification from a qualified professional having knowledge of the person's disability (not necessarily a physician). The qualified professional will be requested to complete a Disability Verification Form to declare the appropriate category the applicant qualifies for disability status, if any. **The Authority will not verify detailed information related to the nature or extent of anyone's disability or medical history.**

Note: The mere receipt of Social Security or SSI disability income may not necessarily verify disability status, as defined by HUD. Such income may be due to a drug or alcohol problem and does not qualify as a disability under HUD regulations. Also in some cases the head of household or spouse may be receiving such benefit on behalf of another individual and therefore may not qualify as a person with a disability.

There must be verification that the person listed in the household actually exists, therefore birth certificates or other such documents must be submitted.

Verification for adults would include one of these forms:

1. Certificate of Birth, naturalization papers
2. Church issued baptismal certificate
3. Legal driver's license
4. US military discharge
5. US passport
6. Voter's registration
7. Company ID
8. Health and Human Services ID
9. Social Security ID
10. Department of Motor Vehicles ID

Verification for minors would include one of these forms:

1. Certificate of Birth
2. Adoption papers
3. Custody agreement
4. Health and Human Services ID
5. School records
6. Department of Motor Vehicles ID

Verification of divorce status will be accomplished by viewing a copy of the divorce decree, signed by a Court Officer.

Acceptable verification of a separation will be a copy of court-ordered maintenance agreement.

Verification of guardianship will be by Court-ordered assignment only

Notarized statements from parents giving a relative or other person guardianship is not acceptable.

It is possible to have what appears to be two families in the same household (such as mother and father and daughter with her own family). However, they have applied as one family, so they are one family as long as they claim to be a family and meet the family definition.

7.6.2 Verification of Social Security numbers:

Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration.

The Authority will accept copies of the Social Security card only when it is necessary for the Authority to verify by mail the continuing eligibility of public housing participant families.

If an applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification.

He/she may be required by the Authority to provide one or more of the following alternative documents to verify his or her Social Security Number.

These documents include:

- Driver license
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099
- Benefit award letters from government agencies
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate tax notices, marriage and judgment or bankruptcy records

If the Housing Authority determines that the applicant is otherwise eligible to participate in the public housing program, the applicant may retain its place on the waiting list for the program but cannot become a tenant (participant) until it can provide the documentation referred to in this section to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required in paragraph of this section is provided to the processing entity within 90 calendar days from the date of admission into the program. The Housing Authority will grant an extension of one additional 90-day period if the Housing Authority determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required in paragraph of this section within the required time period, the Housing Authority must deny the eligibility of the applicant in accordance with the provisions governing the public housing program and this Policy.

If an applicant or resident is able to disclose the Social Security number, but cannot meet the documentation requirements, the applicant or Resident must file an application for a new social security card.

New family members 1 year of age or older will be required to verify (or certify, as applicable) their Social Security information when the change in family composition is reported by the family, whether that be at an annual or interim recertification.

7.6.3 Verification of Citizenship or Eligible Immigration Status

1. General: For any notice or document that the Noncitizens Rule requires SCHA to provide to an individual, or requires that SCHA obtain signature of the individual, SCHA, where feasible, will arrange for the notice or document to be provided to the individual in a language that is understood by the individual if the individual is not proficient in English.
2. Each family member, regardless of age, must submit the following evidence to SCHA:
 - a. For citizens, the evidence consists of a signed declaration of U.S. citizenship:
 - b. For noncitizens who are 62 years of age or older and who are receiving assistance under a Section 214 covered program on June 19, 1995, the evidence consists of:
 - i. A signed declaration of eligible immigration status; and
 - ii. Proof of age document.
 - c. For all other noncitizens, the evidence consists of the following:
 - i. A signed declaration of eligible immigration status;
 - ii. One of the original INS documents listed below:
 - 1) Form I-i 51, Alien Registration Card (issued to lawful permanent residents prior to 1979). This form will no longer be valid after March 20, 1996.
 - 2) Form 1-551, Alien Registration Receipt Card (for permanent resident aliens);
 - 3) Arrival-Departure Record, with one of the following annotations:
 - 4) "Admitted as Refugee Pursuant to Section 207";
 - 5) "Section 208" or "Asylum";
 - 6) "Section 243(h)" or "Deportation stayed by Attorney General";
 - 7) "Paroled Pursuant to Section 212(d) (5) of the INA";

- iii. If Form 1-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:
 - 1) A final court decision granting asylum (but only if no appeal is taken);
 - 2) A letter from an INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);
 - 3) A court decision granting withholding of deportation; or
 - 4) A letter from an asylum officer granting withholding of deportation (if application filed on or after October 1, 1990).
 - iv. Form 1-688, Temporary Resident Card, which must be annotated "Section 245A" or "Section 210";
 - v. Form I-688B, Employment Authorization Card, which must be annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.(12)";
 - vi. A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified; or
 - vii. Other acceptable evidence that the INS announce by notice published in the Federal Register.
- d. A signed Verification Consent Form.
 - e. For each family member who contends that he or she is a U.S. citizen, or a noncitizen with eligible immigration status, the family must submit to SCHA a written declaration, signed under penalty of perjury, by which the family member declares whether he or she is a U.S. citizen or a noncitizen with eligible immigration status. For each adult, the declaration must be signed by the adult. For each child, the declaration must be signed by an adult who is or will be residing in the assisted dwelling unit who is responsible for the child.
 - f. The SCHA shall retain copies of all documents for a minimum of 5 years along with any and all forms, applications, documents, etc. submitted to SCHA by the family, or provided to SCHA as part of the INS appeal or the SCHA informal hearing.

Evidence of Eligible Immigration Status Process

The SCHA shall require evidence of eligible immigration status to be submitted at the times specified below, subject to any extension granted in accordance with the following paragraph.

1. Applicants: For applicants, SCHA must ensure that evidence of eligible immigration status is submitted with or prior to the date SCHA anticipates or has knowledge that verification of other aspects of eligibility for assistance will occur and prior to admission as a resident.
2. Families already receiving assistance: For a family already receiving the benefit of assistance in a covered program on June 19, 1995, the required evidence shall be submitted at the first regular reexamination after June 19, 1995.
3. New occupants of assisted units: For any new family members, other than newborns, the required evidence shall be submitted prior to SCHA's approval of that family member residing in the household.

The SCHA shall extend the time to submit evidence of eligible immigration status if the family member:

1. Submits the declaration required certifying that any person for whom required evidence has not been submitted is a noncitizen with eligible immigration status; and
2. Certifies that the evidence needed to support a claim of eligible immigration status is temporarily unavailable, additional time is needed to obtain and submit the evidence, and prompt and diligent efforts will be undertaken to obtain the evidence.

Any extension of time, if granted, shall be for a specific period of time. The additional time provided should be sufficient to allow the family the time to obtain the evidence needed. SCHA's determination of the length of extension needed shall be based on the circumstances of the individual case.

SCHA's decision to grant or deny an extension as provided above shall be issued to the family by written notice. If the extension is granted, the notice shall specify the extension period granted. If the extension is denied, the notice shall explain the reasons for denial of the extension.

If the family fails to submit required evidence of eligible immigration status within the time period specified in the notice, or any extension granted in accordance with this section, or if the evidence is timely submitted but fails to establish eligible immigration status, SCHA shall proceed to deny, prorate or terminate assistance, as appropriate.

Verification of Eligible Immigration Status

Verification of eligible immigration status shall be conducted by SCHA simultaneously with verification of other aspects of eligibility for assistance. SCHA shall verify eligible immigration status in accordance with INS procedures for Primary Verification or Secondary Verification. Primary verification of the immigration status of the person is conducted through the INS automated system, Systematic Alien Verification for Entitlements (SAVE). The

SAVE system confirms eligible immigrant status. If the SAVE system does not verify eligible immigrant status, the INS will perform a (Secondary Verification) manual search of records. If Primary and Secondary Verification to confirm eligible immigration status fails, the SCHA shall issue to the family a notice, as described in **Chapter 3 - Notice Concerning Non-Citizen Rule**.

7.6.4 Tenant Screening Verification Procedure

Listed below are the approaches to verifying every applicant's performance relative to various aspects of lease compliance.

Reports of interviews, letters or telephone conversations with reliable sources: At a minimum, such reports will indicate the date of the conversation, source of the information, name and job title of the individual contacted, and a written summary of the information received.

Sources of information may include, but are not limited to the applicant, by means of interviews or home visits of: present or former landlords, present and former employers, credit checks, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, clergy, or police departments where warranted by the particular circumstances. Person(s) with disabilities who have spent some or much of their past in medical facilities receiving treatment and has no or little housing history to report will be required to provide third party verification for the span of time they were receiving treatment and were not living in housing. They will not be required to divulge any medical information whatsoever or the nature of the condition for which they were treated, unless mitigating circumstances warrant it (i.e. information presented by applicant to explain that poor rental history was caused by disability that is now successfully treated).

CRIMINAL CHECK AND VERIFICATION, in accordance with SCHA'S One Strike Policy (**Chapter 2**), will be performed for all applicants for housing and the information will lead to a decision.

GUIDELINES FOR EVALUATING CRIMINAL HISTORIES OF APPLICANT: The following guidelines are intended to assist and guide the decision makers in approving or denying application so far as criminal activities are concerned:

The denial of an application based on criminal activity shall be treated the same as a denial for any other reason, i.e., the applicant is entitled to a hearing.

Evidence of any member of the applicant household having engaged in criminal activity within the last seven years will be grounds for further screening action as described. SCHA's approval or denial of an application will be based on the criminal activity engaged in, and is not dependent upon any action or inaction by any law enforcement agency, district attorney, or court. However, evidence of conviction for a crime shall be conclusive proof that a particular criminal activity was engaged in and no denial decision shall be based solely upon the fact that an arrest was made for any particular crime.

1. If there is no criminal history whatsoever within the last seven years, the applicant passes the screening test and is **not** denied eligibility to housing assisted by SCHA.
2. If there is criminal history of any type within the last seven years, the application is denied and the applicant is given the option of requesting an informal at which time they can provide additional information.

Applicant may inform SCHA when there is a disposition to their case and may become eligible.

If unfavorable information is received regarding an applicant, SCHA is to consider the time and nature of the applicant's conduct, as well as other factors that would indicate favorable future conduct. Such factor would include evidence of rehabilitation or evidence of the family's current participation or willingness to participate in an appropriate counseling program or educational/employment training programs to increase income and self sufficiency.

In circumstances of illegal use of a controlled substance, a pattern of abuse of alcohol, or a pattern of criminal activity, the applicant must demonstrate that they are no longer engaging in such practices and are participating or have successfully completed a supervised drug or alcohol rehabilitation program or have been rehabilitated otherwise.

To be factored into SCHA's screening assessment of the applicant's mitigating circumstances must be verifiable.

Mitigating circumstances are facts relating to the applicant's record, which when verified would both:

- indicate the reason for unsuitable behavior; and
- The reason for unsuitable behavior is no longer in effect or is under control, AND
- Applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

If applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, the Authority shall have the right to refer such information to persons qualified to evaluate the evidence and the Authority may request further information, if required, even if such information is of a medically confidential nature. Such inquiries will be limited to the information regarding the mitigating circumstances. Examples of mitigating circumstances might include:

- evidence of rehabilitation; or

- evidence of the applicant family participation in or willingness to participate in social service or other appropriate counseling service.

Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. Rather Authority will consider the following:

- Applicant's ability to verify the claim of mitigating circumstances and improved future behavior; and
- Applicant's overall performance with respect to all screening requirements; and
- The nature and seriousness of any criminal activity, especially drug related criminal history.

If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in any way that affects eligibility, preference, applicant selection, criteria qualification, allowances, or rent, the application will be rejected. This provision excludes minor mistakes that produce no benefit to the applicant.

CHAPTER 8. TENANT SELECTION AND ASSIGNMENT PLAN

8.0 OVERVIEW

It is SCHA's policy that each applicant will be assigned his/her appropriate place on a single County-wide waiting list, in sequence based upon date and time the application is received, suitable type or size of unit, and factors affecting preference or priority.

Preference and priority factors are established in this policy in accordance with HUD regulations and requirements, and are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968.

8.1 MAKING UNIT OFFERS TO APPLICANTS

To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability, actual or perceived sexual orientation, gender identity, or marital status, SCHA has chosen the following plan (**PLAN "A"**) for selection of applicants and assignment of dwelling units as follows:

If there is a suitable vacant unit in more than one location, the eligible applicant shall be offered the unit at the location that contains the largest number of vacancies. If the applicant rejects the first vacancy offered, s/he shall remain on the waiting list. If the applicant refuses the second offer at a different site, they shall be removed from the waiting list and must re-apply.

"Location" means any low-rent housing site as established in a development program, except that when sites are adjacent or within one block of each other, such sites collectively shall be considered one location.

In scattered site developments, the Authority shall make reasonable determination of "locations" based on the specific scatterization, including any groups that may be reasonably consistent with the purpose of these requirements. (Such determinations shall be submitted for approval to HUD).

SCHA will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences 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 or lower application number will receive the earliest offer.

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

Local and ranking preferences 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 SCHA will make an offer to an applicant who does not qualify for a ranking preference.

The applicant must accept the vacancy offered within 5 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities). An applicant may refuse one offer and remain on the waiting list. However, if they refuse a second offer at a different development, they will be removed from the waiting list. All offers made over the phone will be confirmed by letter. If unable to contact an applicant by phone, applicant will be notified by first class mail.

Applicants who are removed from the waiting list (see **Chapter 4** for more detail) may not reapply for housing for 12 months, unless refusal of unit was due to circumstances identified as “good cause” as outlined in item 8.2, below).

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. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

The family will be offered the opportunity to view the unit. This verbal offer and the family’s decision must be documented in the tenant file. The SCHA will send the family a letter documenting the offer and the rejection.

If the family rejects the unit offered without good cause, the family will forfeit their application’s date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

8.2 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 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. However, should an applicant refuse an offer of a unit two (2) times, his application shall be placed at the bottom of the eligible applicant list.

Examples of “good cause” for refusal of an offer of housing are:

- 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 Housing Quality Standard 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;

- Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments 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 has lead paint and the family has children under the age of seven;
- The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move;
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
- SCHA has HUD-approved site-based waiting lists and the offer is not for one of the sites the applicant has selected.

If good cause is verified, the refusal of the offer shall not require that the applicant be dropped from the waiting list or otherwise affect the family’s position on the waiting list.

SCHA 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.

8.3 LEASING ACCESSIBLE UNITS

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

- First, to a current public housing resident having a disability that requires the special features of the vacant unit.

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

When offering an accessible/adaptable unit to a non-disabled applicant, SCHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

8.4 ADMINISTERING THE APPLICANT AND TRANSFER WAITING LISTS

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development. Specific information regarding transfers is covered in **Chapter 11**, Transfers

CHAPTER 9. LEASE-UP

9.0 OVERVIEW

This Chapter provides guidance on the various elements of the leasing process for SCHA. The lease document is found in **Chapter 17** of this Policy.

9.1 PRE-OCCUPANCY ORIENTATION

It is the policy of SCHA to start a relationship with a new Tenant on a sound footing by providing a pre-occupancy orientation. The orientation will provide the Authority and the new Tenant with several benefits:

- The new Tenant is made familiar with the lease and, in a more practical way, with the Authority's expectations;
- The Housing Authority staff has an opportunity to learn more about the new Tenant;
- The Tenant can be briefed on features of the dwelling unit and the neighborhood; and
- The Housing Authority (Project Manager, Assistant Project Manager, or Management-Aide) can explain procedures for requesting maintenance work, reporting changes in family income or circumstances, housekeeping inspections, etc.

The orientation will, at a minimum, cover the following:

- Introduction of staff
- Office location and hours
- Regular and emergency telephone numbers
- Procedures to request regular and emergency maintenance
- The difference between regular and emergency maintenance
- Move-in inspection of the unit
- Lease review, including recertification and interim adjustments to rent
- Lease signing
- Issuance of keys

- Maintenance personnel
- Tenant Council information
- Neighborhood description, i.e.: grocery store; medical facility; Laundromat; recreation areas; community services; public transportation; etc.
- Questions by the Tenant

9.1.1 OTHER PRE-OCCUPANCY ITEMS

In addition to the above items, the Authority will also review the following items at the pre-occupancy orientation:

- The grievance procedure
- The pet policy.
- Utility Allowance and Utility charges
- Schedule of Maintenance Charges
- The prohibition on waterbeds, mini-blinds, ceiling fans, etc.
- Insurance on contents.
- Reasonable accommodations policy.
- Lead paint hazards notice and policy.
- Energy conservation.
- Drug elimination policy.

This list may change from time-to-time based on changing HUD requirements and state and local laws.

Applicant will sign certification of having reviewed documents and having received specified material. The family will not be housed if they have not completed the pre-occupancy process.

9.1.2 SHOWING UNITS PRIOR TO LEASING

When offering units, SCHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location of the property. If the offer of a unit is preliminarily accepted by the applicant, the Project Manager, Assistant Project Manager, or Management-Aide will contact the applicant to set up a date to show the unit.

Once the unit is shown and the applicant accepts the unit, the Project Manager, Assistant Project Manager, or Management-Aide will, prior to lease execution, inspect the dwelling unit with the tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted will be corrected by the Authority within ten (10) days at no charge to Tenant.

If the applicant refuses the unit, a signed statement (form) denoting reason for refusal should be obtained from the applicant. The form is then sent to the Occupancy Department for a "good cause" determination.

No lease will be signed nor have an effective date before the unit is ready for occupancy.

9.2 HOUSING STANDARD INSPECTIONS

A Housing Standards inspection will be conducted approximately 60 days after the move-in, as noted in the Lease, which will be the only form of notification to the Tenant.

A written (2) day notice will be provided to the tenant prior to inspection of unit. Emergency Inspections may be performed without notice. Employee or agent of SCHA will leave a written notice to the resident indicating the date and time the unit was entered and the reason why it was necessary to enter the unit.

Special inspections may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority.

Also, once each year a physical inspection of each dwelling unit and communal area will be conducted to ensure that residents as well as the Authority maintains the unit in a decent, safe and sanitary condition. This is in addition to the routine move-in or move-out and special inspections that may be conducted. The annual inspection provides the Authority with guidelines in determining budgetary needs. It is the Authority's policy to inspect all units (100%) annually utilizing the Housing Quality Standards established by HUD as the guideline for the inspections.

9.2.1 FAILED INSPECTIONS

Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s)

required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. After a second failed inspection, Tenant will be advised of agencies in the area that he/she may contact for housekeeping instruction or free or low cost assistance in house cleaning. Upon failure of a third inspection, the Authority will clean the apartment, and charge the tenant the cost of cleaning. Tenant is required to abide by the housekeeping standards set forth in Section XI C 2 of the Lease. Failure to abide by the Housekeeping Standards and resulting in the creation of maintenance or a threat to health or safety is a violation of the lease terms and can result in eviction and/or maintenance service charges.

9.3 RESIDENT AND MANAGEMENT RESPONSIBILITY

Although the Lease provides the basic terms and conditions of occupancy, SCHA has identified procedures and rules which will provide guidelines for both management and residents in meeting their respective responsibilities.

9.3.1. ENTRY OF PREMISES

SCHA will be permitted to enter Tenant's dwelling during reasonable hours (8 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvement or repairs, inspecting the unit, or showing the unit for re-leasing. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. However, all maintenance work is scheduled at the convenience of, and according to the priorities of, the Authority. ***If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.***

9.3.2 MAINTENANCE REQUEST

The maintenance system at the SCHA is organized by priority of work into the following categories:

1. **Emergencies:** work which must be done immediately.
2. **Vacancy Refurbishment (Make Ready):** work necessary to make empty units ready for new residents.
3. **Preventive Maintenance:** work which must be done to secure and extend the useful life of various elements of the physical property.
4. **Programmed Maintenance:** work which is important and should be completed to the greatest extent possible within time and budget constraint.

5. **Requested Maintenance:** work which is requested by residents or others, does not fall into any category above, and should be accomplished as time and funds are available.

All maintenance work fits into one of these categories. Maintenance requests from residents will normally be related to categories 1 (Emergencies) and 5 (Requested Maintenance). Requests by residents must be made directly to Customer Service during regular work hours either by phone or in person. After-hours maintenance requests must be an emergency and request must be made by calling 570.385.3400. Any after-hours maintenance requests made will be scheduled during regular business hours. If the resident insists that the work is completed after business hours will result in a charge to the resident making the request. Emergency maintenance requests will be responded to within the current workday. SCHA has defined the following circumstances as **Emergencies:**

CIRCUMSTANCE	PRIMARY REASON
Fires of any kind	Dangerous to life and structures
Gas leaks	Dangerous to life and structures
Electric power failure	Dangerous to safety
Elevator stoppage	Dangerous to safety
Broken water pipes	Dangerous to health
Sewer blockage	Dangerous to health
Roof drain blockage	Dangerous to structures
Roof leak	Dangerous to structures
Security lock failure	Dangerous to safety
No heat	Dangerous to health
Inoperative refrigerator	Dangerous to health
Snow or ice storm	Dangerous to safety

Requests from residents or others for maintenance work which does not fall into one of the other categories has the **lowest** priority for staff assignments, but **must** be attended to within 3 to 7 days.

Reducing the number of calls from residents and others is not a strategy for providing less service. The fewer times a resident needs to call for maintenance work, the better the service he or she is receiving through the efficient and effective implementation of the work generated and completed under the other categories.

An indicator of the Housing Authority's performance in this category is when the average of 15 percent or less of the work generated is a result of resident requests.

9.3.3 NOTIFICATION TO ENTER PREMISES

Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe an emergency exists.

If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave a copy of the work order or other notice specifying the date, time and purpose of entry prior to leaving the dwelling unit.

9.3.4. RESIDENT COMPLAINTS

Resident complaints will be attended to in a professional and timely manner. The Project Manager, Assistant Project Manager, or Management-Aide will only address resident complaints that relate to alleged violations of the terms and conditions of the Lease and other rules of the Authority. SCHA staff Managers will **not** involve themselves in domestic disputes. Residents complaining about other residents will be encouraged to come in to the management office and make their complaints in writing.

The Project Manager, Assistant Project Manager, or Management-Aide will handle the problem by discussing the matter in person with the offending resident or by contacting the appropriate authorities. In general, this will be done without identifying the complaining resident. After settling or addressing the complaint, the manager will advise the complaining resident of the problem's resolution.

If the complaint is about an emergency situation, one that threatens life, health, or property, the Project Manager, Assistant Project Manager, or Management-Aide will first ask if help has been called (e.g. ambulance, police, fire department). In emergencies involving people (e.g. illness, crime, even death), the Project Manager, Assistant Project Manager, or Management-Aide will:

1. Summon professional help (police, fire department, ambulance).
2. Notify the Executive Director or his/her designee.
3. Take precautions to keep the situation from becoming unmanageable. This step may include dealing with panicked or angry residents. In such cases, the employee should talk to the persons firmly and calmly, offering them reassurance, and/or constructive suggestions.

The following are specific guidelines for handling unexplained inactivity within an occupied housing unit, and for dealing with a death on the premises:

- **Unexplained inactivity.** If a unit seems to be without activity for an unusually long period of time (for instance, if an elderly resident has not been seen or heard from for over 48 hours) and the resident left no notice of intended absence, the Project Manager, Assistant Project Manager or Management-Aide will:
 1. Phone the resident or knock loudly on the door.
 2. Contact next of kin

3. If there is no response, use the master key to enter and determine if anything is wrong.
- **Death.** In case of a death on the premises, the Housing Authority employees should **NOT** move the body and should **NOT** touch anything in the apartment or in the immediate vicinity. The police should be notified immediately. While waiting for the police to arrive, the employee on the scene should urge residents and others to return home, permitting only a few witnesses to remain. The employee should get word to the Project Manager, Assistant Project Manager, or Management-Aide and/or Executive Director as soon as possible.
 - **Serious illness.** Employees should not attempt to treat illness themselves, but should call for an ambulance immediately. The person making the call should be able to quickly describe the symptoms and suspected cause. If a doctor, emergency medical technician, or nurse lives on or near the property, s/he should be summoned as quickly as possible. The employee should also attempt to locate and telephone the victim's own doctor and any known relative(s).
 - **Criminal assault.** If a resident or visitor is assaulted, the victim should be urged to summon a doctor, if needed, and the police. If the victim is not able to make the calls, the employee on the scene should summon an ambulance or a doctor immediately, and then call the police. If the victim lives alone, the Project Manager should arrange for a friend or relative to stay with the victim.
 - **Weapons' Search.** The Housing Authority, in conjunction with the law enforcement authorities, will conduct weapons' search in common areas, vacant units, with the consent of the resident in occupied units, or as a result of emergencies involving the use of a weapon.

9.3.5. CARE AND MAINTENANCE OF THE HOUSING UNIT

SCHA employees are responsible to report the failure of a Resident to care for and maintain his/her apartment adequately. The Project Manager, Assistant Project Manager, or Management-Aide or Inspector will follow up and personally inspect the unit. Housekeeping Standards are clearly identified in the Lease. However, employees who observe the following conditions will initiate a more detailed inspection:

- The presence of fire hazards, such as a large accumulation of paper or other combustibles.
- A cooking range heavily caked with grease.

- An abnormal infestation of insects or rodents resulting from the Resident's failure to report this condition.
- Lack of ventilation, as shown by abnormal condensation or persistent odors.
- A serious mildew condition.
- Any damage to or abuse of walls, doors and equipment.
- Any blocked egress or tripping hazards.

Since housekeeping violations often arise out of poor habits, follow-up visits will be continued to ensure that the Resident is developing better habits.

9.3.4. OTHER RULES AND POLICIES FOR RESIDENTS

Insurance. Many residents are under the impression that their personal belongings are protected by the Housing Authority's insurance policies. This is **NOT** the case. Therefore residents are encouraged to secure their own renters insurance. Insurance designed specifically for residents is available from most private insurance companies.

Water beds. SCHA does not permit the use of waterbeds in any dwelling unit due to the load factor, and potential punctures and spillage. Residents will be advised of this policy at the time of admissions. Annual or special inspections will make note of any waterbeds. The Project Manager, Assistant Project Manager, or Management-Aide will notify the Resident in writing that the use of waterbeds is prohibited and is a serious violation of the lease. The Resident will have five days to remove the waterbed.

Painting. Painting of apartments is done on an "as needed" and as requested basis.

Abandoned Property

If a Resident abandons the dwelling unit, the Housing Authority shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property for no more than 30 days. The Housing Authority will consider the unit to be abandoned when the resident has fallen behind in rent **and** has clearly indicated by words or actions an intention not to continue living in the unit. The Housing Authority will file a claim against the Resident to collect all reasonable costs and expenses incurred in removing, storing, and caring for the property.

The Housing Authority may sell or otherwise dispose of the property 30 days after the SCHA receives actual notice of abandonment or 30 days after it reasonably appears to the SCHA that the resident has abandoned the premises, whichever date occurs last. At least 14 days prior to disposal of property, the SCHA agrees to make reasonable efforts to notify the Resident by sending written notice via First Class Mail, to the Resident's last known address or likely living quarters (if that is known by the Authority). The SCHA shall

also post a notice of disposal of property in a clearly visible place on the premises for at least two weeks before disposal. At the discretion of the Executive Director or designee, a waiver may be granted for such circumstances as a sudden, extended illness or death. The Authority may grant an extension of time for such circumstances.

Carbon Monoxide Detectors.

In accordance with Pennsylvania Law Act 121, the Authority has installed carbon monoxide detectors in all dwelling units that are required by law. The occupant of each dwelling used for rental purposes in which an operational and approved carbon monoxide alarm has been provided must:

1. Keep and maintain the device in good repair.
2. Test the device.
3. Replace batteries as needed.
4. Replace any device that is stolen, removed, missing or rendered inoperable during the occupancy of the building.
5. Notify the owner or the authorized agent of the owner in writing of any deficiencies pertaining to the approved carbon monoxide alarm.

Enforcement: Willful failure to maintain in operating condition any approved carbon monoxide alarm required by Act 121 is a summary offense punishable by a municipal fine of up to \$50 and shall be considered a violation of the lease and may result in termination of the lease and eviction.

9.3.5 APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE A BUSINESS IN THE UNIT

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

Local building, health codes

Requirement for license or governmental approval

Local zoning ordinances

Effect on SCHA insurance coverage

Utility consumption

Possible damage to the leased unit

Estimated traffic and parking

Disturbance of other residents

Attraction of non-residents to the neighborhood

Possible use of resident business as a cover for drug-related activities

In addition, the SCHA shall take into consideration the many benefits to be found in small scale in-home businesses such as; supplying necessary services to the developments; opportunities for individual economic and personal development; increased feeling of self-worth and a positive sense of community and potential increased resident income.

9.4 ADDITIONS TO THE HOUSEHOLD

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. Exceptions are made for natural births, adoptions, or court awarded custody of child(ren) (in which case, family must notify SCHA of the event).

Any family seeking to add a new member must request approval in writing before the new member moves in, including situations in which a person (often a relative) comes to the unit as a visitor, but remains in the unit because the tenant needs support, (for example, after a medical procedure).

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

When a resident requests approval to add a new person to the lease, SCHA will conduct pre-admission screening of any proposed new adult member to determine whether SCHA will grant such approval.

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 SCHA to add children other than those born to, adopted by or awarded by the court to the family. **All such additions must be verified with legal court documentation.**

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

- Resident plans to be married and requests to add the new spouse to the lease;
- 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;

- 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.

Residents who fail to notify SCHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Persons added without SCHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.

Boarders and lodgers shall not be permitted to move in with any family, nor shall tenant sub-lease or transfer possession of their unit. Violation of this provision is ground for termination of the lease.

Individuals who have issued a defiant trespass notice shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

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

Family members, including members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.

- The resident shall report the move-out in writing within 10 calendar days of its occurrence.
- These individuals may not be readmitted to the unit and must apply as a new applicant households for placement on the waiting list.
- Medical hardship, or other extenuating circumstances shall be considered by SCHA in making determinations under this paragraph.

9.5 MOVE-OUT

Tenants who are planning to vacate their unit are required by the Lease to give a fifteen (15) day written notice to the Project Manager, Assistant Project Manager, or Management-Aide. The notice should be given to the Project Manager, Assistant Project Manager, or Management-Aide with the payment of rent **on or before the first of the month**. All Tenants who move out are given a Notice of Intention to Vacate to fill out and provide reason for move.

There are many reasons why a Tenant moves (such as: purchase of a house, transfer to another County, or dissatisfaction with the neighborhood or management). The reason for any move should be determined. Such determination makes it possible to help with future marketing efforts and to identify problems that, when addressed, might keep the Tenant from moving and/or prevent others from wanting to move for the same reason.

9.5.1 TENANT NOTICE TO VACATE.

All Tenants, prior to moving out are required to deliver a proper fifteen (15) day written notice to the Project Manager, Assistant Project Manager, or Management-Aide on the form prescribed by the Authority (Notice of Intention to Vacate) or send by pre-paid first-class mail, properly addressed.

The Project Manager, Assistant Project Manager, or Management-Aide will inform the Tenant of the move-out procedures and will establish the date and time of the move-out, the move-out inspection schedule (**to occur after all furnishings have been removed**), and the handling of the Tenant's security deposit. The Project Manager, Assistant Project Manager, or Management-Aide will also provide the Tenant with a schedule of Move-Out Costs in order to reduce disputes over security deposit refunds. These costs will be updated annually and posted at each site office. Tenant will be required to return keys, photo identification cards, and parking sticker prior to vacating.

9.5.2 MOVE-OUT INSPECTION AND HANDLING OF SECURITY DEPOSIT.

The vacating Tenant will be informed of the date and time of the scheduled move-out inspection (after all furnishings have been removed from the unit) to compare the condition of the apartment to its condition at move-in. The Authority will provide the Tenant with a Move-out form. The vacating Tenant is encouraged to be present at the time of the move-out inspection.

At the move-out inspection, the vacating Tenant will have an opportunity to participate in the inspection and to question any charges as well as the net amount of security deposit to be returned. When exact amount of charges cannot be calculated immediately, those figures will be tallied and communicated to the Tenant within thirty (30) days of the move-out date.

If the vacating Tenant is not present at the move-out inspection, the Project Manager, Assistant Project Manager, or Management-Aide will notify the Tenant of the results of the move-out inspection, the charges assessed, and the net amount of the security deposit to be returned or any additional costs over and above the amount of the security deposit due the Authority. The Project Manager, Assistant Project Manager, or Management-Aide will notify the vacating Tenant at his or her forwarding address as indicated on the Notice of Intention to Vacate within thirty (30) days of the date the unit was vacated.

As soon as the apartment is vacated, the Project Manager, Assistant Project Manager, or Management-Aide will begin the make-ready process.

9.5.3 MOVE-OUT NOT IN COMPLIANCE WITH LEASE.

If a Tenant does not give a proper thirty (30) day notice, but advises the Project Manager, Assistant Project Manager, or Management-Aide of his or her intent to move-out, the Project Manager, Assistant Project Manager, or Management-Aide will advise the Tenant of the consequences of breaking the lease and discuss the possible alternatives.

The Housing Authority will assess the vacating Tenant for one full month rent and any other charges or costs (i.e. lock changes, cleaning cost, etc) over and above the amount of the security deposit.

If the Tenant abandons an apartment ("skips") without giving notice, or gives a notice but refuses to pay monies due, the Project Manager, Assistant Project Manager, or Management-Aide will take appropriate legal action.

9.6 TERMINATION PROCEDURE

No tenant shall be given a Notice of Lease Termination without being told by the Authority in writing the reason for the termination. The Termination Procedure as outlined in Item XIV of the Lease Agreement will be strictly followed. The tenant must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure (See **Chapter 18**) and be given the opportunity to make such a reply as he/she may wish.

9.6.1 LEASE TERMINATION

A lease may be terminated by the Authority for serious situation that cause a threat to health or safety of other tenants or Authority personnel or repeated violations of material terms of the lease or for other good cause, as specified in the Lease Agreement (see **Chapter 17**). Such violation may include, but are not limited to the following:

- Nonpayment of rent or other charges (a Notice to Quit and Termination of Lease will be sent on the first working day after the tenth of the month, advising tenant to vacate within 14 days);
- Repeated late payment of rent;
- Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility of rent;
- Failure to allow inspection of the unit
- Failure to maintain the unit in a safe and sanitary manner;
- The SCHA after 10/1/2000 will not renew the lease of any family that is not in compliance with the Community Service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceeding will begin.

- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;
- Failure to abide by necessary and reasonable rules made by the SCHA for the benefit and well being of the housing project and the Tenants;
- Failure to abide by applicable building and housing codes materially affecting health or safety;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
- The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- Alcohol abuse that the SCHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Non-compliance with Non-Citizen Rule requirements.
- Discovery after admission of facts that made the tenant ineligible;
- Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
- Failure to accept the SCHA's offer of a lease revision to an existing lease that is on a form adopted by the SCHA in accordance with HUD regulations, with written notice of the offer of the revision at least 30 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a felony or a violating a condition of probation or parole imposed under State or Federal law; or the SCHA determines that the covered person has engaged in the criminal activity regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
- If tenant or any member of household or guest of household, engages in or threatening abusive behavior toward SCHA personnel, persons residing in the vicinity, contractors and others hired by SCHA and service providers.

9.6.2 EXCEPTION TO LEASE TERMINATION RELATING TO VIOLENCE AGAINST WOMEN

In accordance with the Violence Against Women Act of 2005, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

SCHA may bifurcate a lease in order to evict, remove, or terminate assistance to any individual who is tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

Nothing in this section may be construed to limit the authority of the SCHA when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

- Nor does this section limit any otherwise available authority of SCHA:
- the tenant or member of the tenant's household, provided that SCHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate;
- to terminate the lease or the individual(s) (the perpetrator) who engage in criminal acts of physical violence against family members or others, or when notified;
- to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution possession of property among the household members in cases where a family breaks up; or
- to limit the authority of the SCHA to terminate the tenancy of any tenant if SCHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated; and

- nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Other good cause for lease termination may include but is not limited to items identified in the lease..

SCHA lease is automatically renewable, **EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements.** (See Chapter 15 - Community Service and Economic Self-Sufficiency).

9.6.3 NOTIFICATION OF TERMINATION

1) The Notice of Termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine SCHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]

The notice of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant.

If tenant is visually impaired, all notices will be provided in an accessible format or manner [966.4 (k) (2)]

2) When SCHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with SCHA's grievance procedures. [966.4 (l)(3)(ii)]

3) Any notice to vacate (or quit) that is required by the Commonwealth of Pennsylvania will be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

4) When SCHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under SCHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under the Commonwealth of Pennsylvania has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]

5) When SCHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and SCHA has decided to exclude such grievance for SCHA grievance procedure, the notice of lease termination shall (1) state that Tenant is not entitled to a grievance hearing on the termination; (2) specify the judicial eviction procedure to be used by SCHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a

court that contains the basic elements of due process as defined in HUD regulations; and (3) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l)(3)(v)]

9.6.4 TIMING OF TERMINATION NOTICE

If the SCHA terminates the lease, written notice will be given as follows:

At least **10 calendar days** prior to termination in the case of failure to pay rent;

A reasonable time, considering the seriousness of the situation **but not to exceed ten (10) days**;

If the health or safety of other residents, SCHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

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

At least **fifteen days** prior to termination in all other cases.

The SCHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

9.6.5 TERMINATION FOR CRIMINAL ACTIVITY

The SCHA will **immediately** terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The SCHA will terminate assistance of participants in cases where the SCHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the SCHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The SCHA will consider the use of alcohol to be a *pattern* if there is more than one incident during the previous 7 years.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the SCHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

9.6.6 TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24CFR 5.514]

If the SCHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for **24 months**. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

9.6.7 RECORDKEEPING REQUIREMENT

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

- Name of tenant, number and identification of unit occupied
- Date(s) of Notice of Lease Termination
- Specific reason(s) for the notices, with section of the lease violated, and other facts pertinent to the issuing of the notice described in detail;
- Summaries of any conferences held with tenant including names of conferences participants and conclusions.

CHAPTER 10. INCOME AND PROGRAM RENTS

10.0 OVERVIEW

Since most families in public housing have historically paid a rent based on a percentage of their income, it is important to correctly identify income before the rent formula is applied. This Chapter presents information on annual income, adjusted income, earned income disallowances, as well as information on rent, including the income-based rents, minimum rent, flat rent and pro-rated assistance for mixed families.

Annual income includes all amounts, monetary and non-monetary that go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member or are anticipated to be received from a source outside the family in the 12 months following admission or the effective date of the annual reexamination. Annual income includes amounts derived from assets to which any member of the family has access that are specifically excluded by Federal regulations. Categories of included and excluded annual income are discussed on the following pages.

10.1 ANNUAL INCOME INCLUDES BUT IS NOT LIMITED TO:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property. If the family has Net Family Assets in excess of \$5,000, Annual Income shall include the **greater** of the actual income derived from all Net Family Assets or a percentage of the value of such Assets **based on the current passbook savings rate as determined by HUD**;

When determining the value of net family assets, the cost of disposing of the asset is deducted. Such cost may include penalties on Certificates of Deposits for early withdraw, attorney fees for insurance settlements, etc.)

If a family permanently transfers assets to an irrevocable trust not under the control of any family member, the value of the trust is not included as part of the Net Family assets. Income distributed from the trust is included in Annual Income.

Assets Disposed Of For Less Than Fair Value

SCHA must count assets disposed of for less than fair market value during the two years preceding certification or recertification. SCHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than Fair Market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than Fair Market value.

SCHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$1000. If the total amount of assets disposed of within a one-year period is less than \$1000, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one year period is more than \$1000, all assets disposed of for less than Fair Market value will be counted as assets for two years from the date the asset was disposed of.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See 10.2, Item 14, below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits);

Contributions To Retirement Funds

Contributions to a company retirement/pension funds are handled in this manner:

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

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

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (see Section

10.2, Item 3 below) concerning treatment of lump-sum additions as Family Assets;

6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

Alimony And Child Support

Regular alimony and child support payments are counted as income. If the child support is not received on a regular basis, SCHA must count the amount of child support in the divorce decree or separation agreement unless SCHA receives verification that the income is not provided.

In order to calculate any other amount, than the amount in the award, SCHA must obtain certification from a third party source as to how much is being received on an annual basis, plus having the support documentation in the file that the family has filed with the agency responsible for enforcing the payments.(refer to **Chapter 7 - 7.5.5** for verification procedures for irregular Payments).

Regular Contributions And Gifts

Regular contributions and gifts received from persons outside the household are counted as income (could add dollar value). This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See 10.2, Item 7 below) concerning pay for exposure to hostile fire.

10.2. ITEMS NOT INCLUDED IN ANNUAL INCOME

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years; (only the **earned** income of children is excluded; benefits such as welfare or SSI and other non-earned income paid to the children is always included in Annual Income).

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (Although these payments are not included as income, **such lump-sum payments will be considered an asset.**) (see 10.1, Item 4 and 5 above) if the payments are or will be periodical in nature);

Lump Sum Receipts

Lump-sum payments caused by delays in processing periodic payments (unemployment, welfare assistance) **are** counted as income.

(Note: Lump-sum payments from SSI and Social Security are excluded by HUD Notice PIH 93-11 issued 3/16/93, as are delayed or deferred periodical payments from SSI and Social Security (see 10.2, Item 14 below).

Treatment of accumulated periodic payments because the income was deferred due to a dispute is handled no differently than periodic payments that are deferred because of processing problems.

The calculation will be done prospectively for families who report the lump sum amount on a timely basis.

If the lump sum amount is received and reported so that it results in an interim adjustment, it will be calculated as follows:

The entire lump sum payment will be added to the rest of the annual income at the interim;

SCHA will determine the percent of the year the interim represented (3 months would be 25% of the year, leaving a 75% balance);

At the next annual recertification, SCHA will take 75% of the lump sum and add to the rest of the annual income;

The lump sum will be used in the same method for any interims which occur prior to the next annual recertification.

If the family does not report the lump-sum payment in a timely manner, the lump sum amount will be calculated retroactively this way:

SCHA will calculate the lump-sum retroactively, going back to the date the lump-sum payment was to be considered, as long as that date is not prior to program participation.

If the lump-sum payment started 5 months ago, for example, the entire lump-sum amount is added to the annual income in effect 5 months ago and the Total Resident Payment and Resident Rent are recalculated. The new Resident Rent is taken times the number of months that had elapsed until the current calculation and the difference between what was paid and what should have been paid is determined.

At SCHA's option, the Resident will enter into a Repayment Agreement or require that the entire amount be repaid at this time unless the entire payment represented an onerous burden on the family.

Attorney fees may be deducted from lump sum payments when computing annual income when:

The attorney's efforts have recovered a lump-sum compensation for the wrongful reduction or denial of a periodic payment, and

The recovery does not include an additional amount in full satisfaction of the attorney fees.

In these situations, the Resident does not actually recover the entire amount of the past due periodic payment because s/he must pay the attorney fees.

This situation does not include those in which an amount is withheld from funds otherwise due the Resident to satisfy legitimate financial obligations unrelated to obtaining the income such as:

- Withholding from wages to pay child support, alimony or a judgment creditor;
- Garnishment for failure to pay child support, alimony, or a judgment creditor.

The situation does not include those where a Resident incurs attorney fees unrelated to asserting a right to a source of income or where no income results from the attorney's actions. These are the financial responsibility of the Resident and are not deducted in determining annual income.

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

5. Income of a live-in aide, provided the person meets the definition of a live-in aide (see **Chapter 2**, Item 2.1.1 of this policy);
6. The full amount of student financial assistance paid directly to the student or the educational institution;

Grants And Scholarships

Educational scholarships include various educational entitlement, grants, work-study programs, and financial aid packages. They also include amounts received by veterans for educational purposes.

SCHA will determine the purpose of the grant or scholarship from the financial aid office or other scholarship sources.

SCHA will not verify how the student actually uses the funds that are provided. None of the expense categories have to be defined because there is no verification of expenses.

Where the source does not designate which part of the grant or scholarship is used for "attendance costs" and which part for living expenses, SCHA **may adopt any reasonable method to determine the portion of the scholarship to count as income**. The method adopted will not result in income for attendance costs being counted.

Student loans will not be considered income even if part of the loan is being used for general living expenses.

If a family member (student) is attending school away from home, the family may remove the person's name from the lease and exclude person's income completely, whether from scholarship or any other source.

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self- Sufficiency (PASS);

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

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

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

9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident: 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by SCHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF)

- and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
- (b) During the 12 month period beginning when the member first qualifies for a disallowance, SCHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - (c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - (d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than what would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or in prospective monthly amounts; a lump sum payment covering the period from application to determination of eligibility; (While not included as income, these lump sum amounts are additions to assets)
 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
 17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e);
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu].
— Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:
— Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).

- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

10.3 ANTICIPATING ANNUAL INCOME

Listed below are two ways to analyze annual income when the income received by a family is irregular:

10.3.1 Annualizing Income

Annualizing current income (when it is not feasible to anticipate income for a 12-month period), the Authority may use the annualized income anticipated for a shorter period, (and subsequently conduct an interim recertification at the end of the shorter period if income changes) (Example: This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.); or

10.3.2 Averaging Income

Averaging known sources of income that vary to compute an annual income (no interim adjustment if income remains what was calculated).

SCHA will use the annualizing current income method for all families unless the Executive Director approves a deviation.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three months' of income are representative of the income which may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family will have over the next year, the last three months may be used to anticipate the income.

If the last three months of income are not representative of the income which may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire year will be used to anticipate income.

If the anticipated income from the employer shows a raise in pay which is to occur 3 months from the effective date of the recertification, income is to be calculated at the old rate for 3 months and at the new rate for 9 months.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the lease every month.

At recertification, if the income cannot be anticipated for the coming year, SCHA can use last year's income to calculate an average anticipated income

10.4 ADJUSTED INCOME

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

10.4.1 FOR ALL FAMILIES

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by SCHA when the expense is incurred to permit education or to seek employment.

Child Care Expenses for attending a private school, rather than a public school will not be counted as child care. However, if the private school also provides day care or after-school care in addition to regular school hours for school-age children, the after-hours care can be counted as childcare, as long as the family is eligible for childcare.

Childcare expense cannot be allocated if there is an adult household member capable of caring for the child. Examples of those adult members who would be considered unable to care for the child include:

The adult member in a documented child abuse situation;

A medically disabled or older person unable to take care of a small child, determined by doctor's statement.

The reasonableness standards for childcare use are:

Childcare to work: The maximum childcare allowed will be based on the amount earned of the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Childcare for school: SCHA will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours attending school (with the addition of some travel time to and from school) versus the number of hours claimed for child care.

Rate of Expense: SCHA will survey the local day care providers in the area/community to determine a reasonableness standard. The determination will be made only on a reasonable hourly rate.

If the childcare provider is an unlicensed individual, the individual must provide their Social Security Number and a notarized statement of the amount that is being charged on a Form provided by SCHA.

2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses** — A deduction of nonreimbursable amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

Handicapped Assistance Expense

Anticipated costs for care attendants and auxiliary apparatus for handicapped and disabled family members which enables a family member to work. The amount allowed as a deduction is the amount that exceeds three percent of Annual Income and cannot exceed the amount earned.

for non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

10.4.2 FOR ELDERLY AND DISABLED FAMILIES ONLY:

1. **Medical Expense Deduction** — A deduction of non-reimbursable medical expenses, including medical insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by SCHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
 - a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

Medical Expense

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

Nonprescription medicines must be doctor recommended with a specific dosage in order to be considered as a medical expense.

Working residents who contribute to their employee health care plan, verified by deductions on pay stub.

2. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household.
3. **Optional Deductions/Exemptions:** SCHA may amend this policy and grant further deductions. Any such deduction would be noted here.

10.5 DETERMINATION OF RENT

TOTAL TENANT PAYMENT

The Housing Authority's rent determinations are calculated in accordance with HUD regulations and procedures (24 CFR part 913) by Statute (U.S. Housing Act of 1937 section 3(a), 42 U.S. C. 1437a (a) and in accordance with this Policy.

The Total Tenant Payment amount does not reflect charges for excess utility consumption or other miscellaneous charges. The Total Tenant Payment for rent shall be the highest of:

- 30% of adjusted monthly income is derived by determining annual income of household and applying a set of mandatory statutory deductions as described in this chapter; or
- 10% of monthly income; but never less than the
- Minimum Rent; and never more than the
- Flat Rent, if chosen by the family

MINIMUM RENT

The Minimum Rent shall be \$50.00 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50.00 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment beyond tenant's control;
- A death in the family has occurred; or
- Other circumstances as determined by SCHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

If the family requests a hardship exception, the minimum rent requirement is immediately suspended until the Housing Authority determines whether there is a hardship covered by the statute, and whether the hardship is temporary or long-term.

If the Housing Authority determines there is no hardship covered by the statute, minimum rent is imposed, including back payment for minimum rent from the time of suspension.

A hardship exception may not be provided if the hardship is determined temporary in nature, however, the Housing Authority may not evict the family for non-payment of rent on the basis of hardship if the hardship is determined to be temporary during the 90-day period beginning upon the date of the family's request for exception.

- During this 90-day period, the family must demonstrate the financial hardship is long-term.
- If the family demonstrates the hardship is long term, the Housing Authority must retroactively exempt the family from the minimum rent requirement for the 90-day period.
- A reasonable repayment agreement must be offered for any rent not paid during that period.
- If the family demonstrates the hardship is long term, the Housing Authority must retroactively exempt the family from the minimum rent requirement.
- If a Resident has qualified for a hardship exception on or after October 21, 1998, and was charged minimum rent, the Housing Authority must reimburse the Resident.
- The Housing Authority must notify all families who were charged minimum rent on or after October 21, 1998, and offer them an opportunity to request a hardship exception.
- The Housing Authority may request reasonable documentation of the hardship.

[Flat Rents and Family Choice in Rents \[24 CFR 960.253\]](#)

Flat Rents [24 CFR 960.253(b)] The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by the Housing Authority is the amount the family pays. Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 12 and policies related to the establishment and review of flat rents are contained in Chapter 21.

Family Choice in Rents [24 CFR 960.253(a) and (e)]

Once each year or at initial occupancy, the Housing Authority will offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The Housing Authority will document that flat rents were offered to families under the methods used to determine flat rents for the Housing Authority.

The annual offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual reexamination.

The Housing Authority will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

The Housing Authority will provide sufficient information for families to make an informed choice. This information will include the Housing Authority's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chooses the flat rent for the previous year the Housing Authority will provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the Housing Authority determines that a financial hardship exists, the Authority will immediately allow the family to switch from flat rent to the income-based rent.

Upon determination by the Housing Authority that a financial hardship exists, the Authority will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- Such other situations determined by the Housing Authority to be appropriate

The Housing Authority considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent.

Change in Flat Rents

Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, at which time the family will be given the choice of switching back to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for their unit.

Flat Rents and Earned Income Disallowance (EID)

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying flat rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying flat rent could therefore see a family member's 48-month lifetime limit expire while the family is paying flat rent.

Flat Rents and Mixed Families

Mixed families electing to pay flat rent must first have a flat rent worksheet completed to see if the flat rent must be prorated. The worksheet is located in Appendix III of the *Form HUD-50058 Instruction Booklet*.

If the flat rent is greater than or equal to the public housing maximum rent, there is no proration of flat rent and the family pays the flat rent for the unit.

If the flat rent is less than the maximum rent, the worksheet will calculate a prorated flat rent.

The mixed family will pay the prorated flat rent.

PRORATED ASSISTANCE FOR MIXED FAMILY

In determining rents for an eligible mixed family (a family whose members include those with citizenship or immigration status, and those without citizenship or eligible immigration status), the following method of prorating assistance shall be used:

- Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628 and this Policy. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
- Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy."

- Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

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

TENANT RENT

Once the Total Tenant Payment has been established, a Utility Allowance for tenant supplied utilities (see further information regarding utility allowance in **Chapter 14**) may be subtracted from the Total Tenant Payment, (if applicable) The result of this computation, if a positive number, is the **Tenant Rent**. If the Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, directly to the utility company by the Housing Authority. In developments where the Housing Authority pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

1. Earned Income Disallowance

Certain amounts of qualifying adult income may be excluded when calculating rent for a specified period. The earned income disallowance is only available for households under lease and is **not** applicable at admission. See **Chapter 13** for the method used in applying Earned Income Disallowances.

2. Rent Payment

Tenant Rent is **DUE** and **PAYABLE** in **ONE INSTALLMENT** in advance on the **first** (1st) day of each month and shall be considered delinquent after the **tenth** (10th) calendar day of the month. Tenant agrees to pay a late charge of \$15.00 if Tenant does not pay rent by the 10th of the month. Rent may include maintenance services due to normal wear and tear, as described under Item 10.6 below. Payment of rent and other charges are applied as follows: first, to any outstanding rent and/or charge balance and second, to current rent and/or charge balance. Rent and other charges are payable by check or money order only. Payments may be paid at the Development Office or the Applications Office as posted. After the tenth day of the month, all rent and charges due for that month or, past due **MUST** be paid at the Applications Office, at 1941 Lincoln Drive, by mail or by the Tenant. Prepayments of rent will be accepted at any Development Office.

3. Delinquent Rents

Rent is considered delinquent on the 10th day of the month. A Notice of Proposed Lease Termination and a Notice to Vacate shall be delivered to tenant, in accordance to Section XIV (Item 2 and 3) of the Lease Agreement.

4. Rent Changes

When SCHA makes any change in the amount of Total Tenant Payment or Tenant Rent, SCHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable (see **Chapter 12** Annual Recertification of Income and **Chapter 13**, Interim Rent Adjustments. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by SCHA. If Tenant asks for an explanation, SCHA shall respond in a reasonable time.

10.6. OTHER CHARGES

In addition to the rent, the Resident is responsible for the payment of certain other charges specified in the Lease. The type(s) and amounts of the charges are specified in Part II of the Lease Agreement. Other charges can include:

- **Late Payment Charge:** A late rent charge will be due for payments received after the 10th day of the month.
- **Maintenance Charges:** The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by the Resident, household members or by guests. When the Authority determines that necessary maintenance is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule) based on the actual cost to the authority for the labor and materials needed to complete the work.
- **Lawn and Sidewalk Charges:** A charge will be assessed when Residents fail to perform sidewalks/lawn care in accordance with the Schedule of Maintenance Charges posted. This charge will increase for each subsequent assessment of said charge.
- **Excess Utility Charges:** At developments where utilities are provided by the Housing Authority, a charge shall be assessed for excess utility consumption. This charge does not apply to Residents who pay their utilities directly to a utility supplier.
- **Installation Charges:** for Resident-supplied air conditioners.
- **“Bad Check” Charges:** Tenant will be charged the amount assessed by the bank, per incident for checks returned for non-sufficient funds including checks drawn on closed accounts. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier’s check or money order.
- **Cleaning Charges:** Tenants are required to maintain certain cleanliness standards within the dwelling units. When the Authority determines that a Tenant’s dwelling does not meet these standards, SCHA may employ the services of a janitorial company to clean the unit, and charge the tenant for the services provided.

- **Collection of other Charges:** Upon any such charges becoming **DUE AND PAYABLE** as aforesaid, such charges shall be **COLLECTIBLE** the same as rent in any proceeding before any court.
- **Non-registered Visitor Charge:** Tenants are required to register all Visitors/Guests with their development office. Failure to do so, will result in a charge being assessed to the Tenant in accordance with the Schedule of Maintenance Charges posted. This charge will be increased for each subsequent assessment. Tenants remain subject to the Boarders and Lodgers provisions of this Lease and further penalties set forth herein for violation thereof.

SCHA shall provide written notice of the amount of any charge in addition to Resident Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives Authority written notice of the charge.

10.7 SECURITY DEPOSIT

The Housing Authority requires the Resident to pay a Security Deposit. The dollar amount of the security deposit is noted on Part II of the Residential Lease.

Unpaid balances of security deposits shall be collectible the same as rent or other charges, including proceedings before any court.

The Housing Authority will use the Security Deposit at the termination of the Lease as follows:

- To pay the cost of any rent or any other charges owed by the resident at the termination of the lease.
- To reimburse the cost of repairing any intentional or negligent damage to the dwelling unit caused by the resident, household members or guests.
- To pay the cost for the replacement of the lock(s) if all assigned keys are not returned.

The Security Deposit will not be used to pay rent or other charges while the Resident occupies the dwelling unit. No refund of the Security Deposit will be made until after the Resident has vacated, the dwelling unit has been inspected by the Authority, and the original keys returned.

The return of a Security Deposit will be in accordance with this Policy and the Lease.

10.8 DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

Families must report in writing to SCHA, any absences from the household of more than 30 consecutive days.

If the family leaves the household for more than 3 consecutive months, and not more than 120 days in a calendar year, (except for medical circumstances described below), the unit will not be considered to be their principal place of residence and they will be terminated from the program.

If there is a one parent home and the child(ren) are taken away from the parent, but after counseling the child(ren) will be returned, SCHA will try to find out from the responsible social service agency how long it will be before the child(ren) will be returned. The situation will be reevaluated after 90 days.

If the child(ren) are projected to be out of the home for more than six months from the initial removal date, the parent will retain his/her eligibility as a remaining member of the resident family. He/she will be advised of the Occupancy standards and their placement on the Transfer List for the appropriate size unit.

Spouse: If the spouse leaves the household, the family must report the change in family composition to SCHA, stating IF the spouse is permanently absent.

However, subject to the situation described in this section, SCHA will not make a change in family composition until the spouse has been gone for 3 months or more of the recertification period and the family declares them permanently absent in writing. Then they will be determined permanently absent and will be removed from the lease.

If the husband or wife leaves the household and the period of time is less than 3 months, the family member will be determined temporarily absent unless one of the situations below occurs.

If the husband or wife institutes and/or obtains a divorce or legal separation, the person who leaves the household will be considered permanently absent.

If the spouse has been gone less than 3 months, reasonable documentation of proof of permanent absence will include:

Husband or wife institutes divorce action

Husband or wife institutes legal separation

If the family provides this documentation, the spouse will be determined permanently absent.

If the spouse is incarcerated, a document from the court or prison should be obtained as to how long they will be incarcerated.

If the family member with children gives notice to SCHA before vacating the unit, SCHA will discuss the situation and make a determination as to who will retain the housing unit.

The three months specified in this section starts from the time the family reported the change in family composition.

Adult Child: If an adult child goes into the military and leaves the household, they will be determined permanently absent.

A student (other than husband or wife) who attends school away from home, but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for housing unit size) or temporarily absent (income counted, on lease, counted for housing unit size) at the family's option.

If the adult child leaves the household, the family must report the change in family composition to SCHA, stating the adult child will be permanently absent. Adult children will be determined permanently absent if the family declares that they have been gone for three months or more of the recertification period and declares they are permanently absent in writing.

Persons who report that an adult child has left the household in this situation must provide adequate proof of absence if they are to be considered permanently absent during the first three months.

If the adult child leaves the household and the period of time is less than 3 months, the family member will be determined temporarily absent unless one of these verifications are provided.

Proofs of absence which would be acceptable would include proof that they were living in another location such as utility bills, canceled checks for rent, driver license or lease or rental agreement in their name at another location.

The three months specified in this section starts from the time the family reported the change in family composition.

If the adult child is incarcerated, a document from the court or prison should be obtained as to how long they will be incarcerated.

Joint Custody of Children: Children who are subject to a joint custody agreement but live in the unit at least 50% of the time will be considered members of the household. "50% of the time" is defined as 183 days of the year, which do not have to run consecutively.

Sole Member of Household: If the sole member of the household has to leave a household for more than 3 months, the unit will not be considered to be their principal place of residence and they will be terminated from the program unless the resident requests an extension by

submitting documentation from a reliable medical source that s/he will return within a total of 6 months (an additional 3 months).

If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. If they are temporarily confined, they will be considered temporarily absent. In no event, however, will the unit be considered their principal place of residence when they are out of the household for more than 6 months, they will be considered to have vacated the unit.

Visitors: Visitors will be allowed to stay for up to a total of 14 days or 336 hours, not necessarily counted consecutively. If the person is a visitor and does not intend to become a "permanent" member of the family, SCHA does not have to consider this a change in family composition. The family must register any visitors who will be staying in the unit for more than 48 hours. Failure to report any visitor is a serious violation of the Lease and will result in a penalty charge or further adverse action, including eviction.

If an adult "visitor" stays in the unit for more than 336 hours in one yearly period, the resident lease holder will be considered in violation of the lease and subject to eviction. Minors may visit for up to 90 days per year without being considered a member of the household as long as they have written permission of the Housing Coordinator to stay longer than 30 days and the head of household still claims them as temporary members.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 150 days per year without being considered a member of the household as long as they have written permission of the owner/manager to stay longer than 30 days.

In addition, in a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

Adult Family Members Other than Spouse: Other persons who were declared to be part of the family, (such as members living in a spousal relationship), who have been gone for three months or more of the recertification period and the family declares that they are permanently absent in writing, they will be determined permanently absent.

Persons who report that an adult member has left the household in this situation must provide acceptable proof of absence if they are to be considered permanently absent during the first three months.

If the adult leaves the household and the period of time is less than 3 months, the family member will be determined temporarily absent unless one of these verifications are provided:

- Proofs of absence (which would be acceptable) would include proof that they were living in another location such as utility bills, canceled checks for rent, or telephone bills in their name at another location.
- If these proofs cannot be provided, SCHA will consider statements from other agencies such as the Welfare Department.
- If the adult is incarcerated, a document from the court or prison should be obtained as to how long they will be incarcerated.

The three months specified in this section starts from the time the family reported the change in family composition.

Reporting to Housing Coordinator: Any additional person, whether a family member or a visitor, must be reported to the Housing Coordinator. In the case of the minor staying longer than 30 days, as described above, written permission must be obtained from the Housing Coordinator, allowing them to continue residence as a visitor.

Reporting to SCHA: The family will need to declare a member as permanently or temporarily absent in writing to SCHA. SCHA will advise the family at that time, or at recertification, what the options are and how it might affect the Family's rental payment.

The family will be counseled at the time of the interview and/or recertification on the effect of the Permanently/Temporarily Absent policy and its effect on income calculations.

10.9 TEMPORARILY ABSENT FAMILY MEMBERS' INCOME

Income of temporarily absent family members is counted.

If the spouse or the head of household is temporarily absent, his/her entire income is counted, whether or not s/he is on the lease.

For example, if there is a husband and wife who are on welfare and the husband is ordered to leave the household for 3 months. He gets a job after he leaves the household to support himself. Then he is reunited with his wife and he quits his job. The husband is temporarily absent and the income from his job while he was out of the household is counted.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire) is counted as income.

10.10 INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If the family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, SCHA will calculate the total Resident payment, using both of the methods listed below, and use the result which most benefits the resident:

- Exclude the income of the person permanently confined to the nursing home and give the resident no medical deductions paid on behalf of the confined family member;
- Include the income of the person permanently confined to the nursing home and give the resident the medical deductions they have to pay on behalf of the person in the nursing home.

For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent (above).

CHAPTER 11. TRANSFERS

11.0 OVERVIEW

In order to maintain proper utilization of available units, the SCHA will transfer residents in accordance to the criteria set forth in this Chapter. Transfers will be made without regard to race, color, national or ethnic origin, or actual or perceived sexual orientation, gender identity, religion, marital or familial status.

Residents shall be transferred to accommodate a disability. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.

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.

11.1 TYPES OF TRANSFERS

Transfers within a development are sometimes needed in order to match the housing needs of residents with available dwelling units; however, these transfers also involve significant costs and administrative workload for the Housing Authority and staff. Transfers may be necessary in order to cure overcrowding or under-utilization.

- Overcrowding (i.e. too many occupants) is undesirable because the household's privacy is compromised, and because of undue wear and tear on the apartment.
- Under-utilization (i.e. too few occupants) is undesirable because it uses scarce housing resources in a less than optimal way.
- Under-utilization may also occur when a non-handicapped family is occupying a handicapped accessible unit and the unit is needed to accommodate a handicapped family.

Transfers between developments may be needed in order to accommodate a disability or for other reasons:

- The new location may be closer to a treatment facility.
- The new location may be closer to the resident's new place of employment.

- The resident may have been a victim of domestic violence, or may have received credible threats of violence (perhaps as a result of testifying in a criminal or eviction case).
- The resident may be especially sensitive to an environmental factor (such as lead paint, or an allergenic plant) which is present in the old location but not in the new location.
- For modernization of the unit, especially in an older development.
- To match an accessible unit with a household, which needs the accessibility features or modify existing unit to make it accessible.
- Emergency conditions in the unit or the development.

Once the Authority determines the size or design of the dwelling unit is no longer appropriate to the tenant's needs, the SCHA will notify the tenant in writing.

Residents requesting a transfer, must be in compliance with all the terms and conditions of the Lease and any other Housing Authority rules that apply to occupancy.

This policy sets forth several categories of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3 transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below:

Emergency Transfers are mandatory when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by SCHA. Emergency transfers within sites or between sites may be made to:

- Permit repair of unit defects hazardous to life, health, or safety;
- Alleviate verified medical problems of a life threatening nature;
- Victims of domestic violence, dating violence, sexual assault, or stalking in accordance with the Violence Against Women Act (VAWA); 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.

11.1.1 VOLENCE AGAINST WOMEN ACT ELIGIBILITY FOR EMERGENCY TRANSFERS

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR Part 5, subpart L is eligible for an

emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify SCHA's management office and submit a written request for a transfer on the form prescribed to the Project Manager or assigns. SCHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. You are a victim of domestic violence, dating violence, sexual assault or stalking. If you have not already provided such documentation you must submit Form HUD-5283, or any one of the other types of documentation listed on that Form;
2. A statement expressing that the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under SCHA's program;

OR

3. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

SCHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SCHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under VAWA for all tenants for more information about SCHA's

responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

SCHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SCHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SCHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If SCHA has no safe and available units for which a tenant who needs an emergency is eligible, SCHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SCHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Category 1 Administrative Transfers include mandatory transfers to:

- Remove to safety, 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 nature,
- Permit modernization of units,

- 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 medical transfers will be made to the manager. The Resident shall provide the manager with the necessary documentation to substantiate the need for a medical transfer. Medical transfers may also be offered by HA (e.g., moving a person with mobility problems to a unit with accessible features).

Category 2 Administrative Transfers: Transfers within sites or between sites may be made to:

- Correct occupancy standards (mandatory) over or under the SCHA's standards; under-housed takes precedence over-housed).
- Desegregative transfers to achieve racial balance of sites

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is smaller than the SCHA's minimum number of persons per unit standard for the household or larger than the maximum number of persons per unit standard for the unit the family is occupying. These transfers are mandatory.

If a family's size is between the minimum and maximum occupancy limits for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

Category 3 Administrative Transfers: Mandatory transfers within sites or between sites may be made to:

- Correct and avoid concentration of the most economically and socially deprived families; or
- 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 sex to have a separate bedroom).

11.2 PROCESSING TRANSFERS

1. A centralized transfer waiting list will be administered.
2. The central transfer administrator will sort requests for transfer into categories. Upon proper documentation and verification, admissions will be made in the following order:

- First emergency transfers, then
- Category 1 Administrative Transfers, and finally
- Category 2 Administrative Transfers
- Applicants

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

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 over/under housed status will be advised in their 30 day “Notice of Result of Re-examination” that a transfer is recommended and that the family has been placed on the transfer list.
5. When a head of 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 maximum persons per unit standard) to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, SCHA’s prior approval of additions to the household is required.)

11.3 GOOD RECORD REQUIREMENT FOR TRANSFERS

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:

- have not engaged in criminal activity that threatens the health and safety of residents and staff;
- do not owe back rent or other charges, or evidence a pattern of late payment;
- meet reasonable housekeeping standards and have no housekeeping lease violations; and
- can obtain utilities service in the name of the head of household (applicable only to properties with tenant-paid utilities).

Exceptions to the good record requirements may be made for emergency transfers or when it is to SCHA’s advantage to make the transfer. The exception to the good record

requirement will be made by the central transfer administrator, taking into account the recommendation of the Manager.

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

- 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.
- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

11.4 PAYING FOR TRANSFERS

Residents shall bear the cost of transfers to correct occupancy standards. Involuntary transfers requested or required by SCHA , including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by SCHA.

CHAPTER 12. ANNUAL RECERTIFICATION OF INCOME AND FAMILY CIRCUMSTANCES

12.0 OVERVIEW

After a family is admitted to public housing, they must comply with both HUD and SCHA's rules on continued occupancy as expressed in SCHA's lease to remain as a tenant in good standing. This chapter provides the criteria for continued occupancy of public housing residents.

12.1 ELIGIBILITY FOR CONTINUED OCCUPANCY

Only those occupants who meet the following criteria will be eligible for continued occupancy:

1. Who qualify as a family as defined in **Chapter 2**;
2. Whose family members, age 1 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number;
3. Who meet HUD standards on citizenship or immigration status and/or are paying a pro-rated rent;
4. Who are in compliance with SCHA's 8 hour per month community service requirements, unless exempt;
5. Who are in full compliance with resident's obligations and responsibilities as listed in the resident's dwelling lease. If the Resident is not in full compliance with the terms of the Lease, the Resident cannot be recertified, and therefore creates a serious violation of the Lease.

12.2 PERIODIC RECERTIFICATION

Regular Recertification. The Authority shall, at least once a year, recertify the incomes of all resident families. SCHA schedules the periodic recertification of the resident families according to their anniversary date (12 months from the move-in date). Residents are notified of the recertification period 90 days prior to the anniversary date in order to provide sufficient time for the verification of the information to be provided by the resident.

Special Recertification. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular recertification, a temporary

determination will be made with respect to income and a special recertification will be scheduled every thirty 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 recertification(s).

Streamlined Income Determination. For any family member with a fixed income source, SCHA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

1. "Family member with a fixed source of income" is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:
 - a. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
 - b. Federal, state, local, or private pension plans;
 - c. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
 - d. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
2. SCHA shall use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. SCHA shall verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then SCHA shall obtain third-party verification of income amounts in order to calculate the change in income for the source.
3. For any family member whose income is determined pursuant to a streamlined income determination, SCHA shall obtain third-party verification of all income amounts every 3 years.

Persons reporting zero income will have their circumstances reviewed monthly until they have a stable income.

12.3 RECERTIFICATION PROCEDURES

At the time of recertification, all adult members will be required to sign an application for continued occupancy and other required HUD forms, i.e. "Things You Should Know" pamphlet, Federal Privacy Act Statement, Release for Third Party Verification and other applicable disclosures.

Information regarding family composition, employment, income, allowances, need for reasonable accommodations and such other data as is deemed necessary will be verified, and all verified findings will be documented and retained as part of the resident's file.

Verified information will be analyzed and a determination made with respect to:

- (1) Eligibility of the Resident as a family or as the remaining member of a family;
- (2) Unit size required for the family;
- (3) Rent the family should pay.

Income shall be computed in accordance with the definitions and procedures set forth in this policy.

Families failing to respond to the initial recertification appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in an increase of rent to the Fair Market Rental rate, designated by HUD for the Authority's jurisdiction for the appropriate unit size. The Fair Market Rent will continue until such time as the Resident family complies with the recertification terms and conditions of the lease.

12.4 ACTION FOLLOWING RECERTIFICATION

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.

If any change in the unit size is required, the Resident will be notified and placed on a transfer list and moved to an appropriate unit when one becomes available.

The Authority shall not commence eviction proceedings, or refuse to renew a lease, based upon the income of the Resident family unless (1) it has identified, (for possible rental by the family), a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding thirty percent (30) of income as defined by the Authority for the purpose of determining rents; or (2) it is required to do so by local law. Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Resident Payment described in **Chapter 10** of these policies.

12.5 CHOICE OF RENT

REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS [24 CFR 960.257(2)]

A. OVERVIEW

HUD requires that the Housing Authority offer all families the choice of paying income-based rent or flat rent at least annually. The Authority's policies for offering families a choice of rents are located in Chapter 10.

For families who choose flat rents, the Housing Authority will conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every 3 years [24 CFR 960.257(a)(2)].

The Authority is only required to provide the amount of income-based rent the family might pay in those years that the Housing Authority conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

As it does for families that pay income-based rent, the Housing Authority will also review compliance with the community service requirement for families with nonexempt individuals.

B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION

Frequency of Reexamination

For families paying flat rents, the Housing Authority will conduct a full reexamination of family income and composition once every 3 years.

Reexamination Policies

In conducting full reexaminations for families paying flat rents, the Housing Authority will follow the policies used for the annual reexamination of families paying income-based rent as set forth in above.

REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)

As noted above, full reexaminations are conducted every 3 years for families paying flat rents. In the years between full reexaminations, regulations require the Housing Authority to conduct a reexamination of family composition (“annual update”) [24 CFR 960.257(a)(2)].

The annual update process is similar to the annual reexamination process to determine if there may be a change that affects the family’s ability to continue paying the flat rent.

Scheduling

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full reexamination.

In scheduling the annual update, the Housing Authority will follow the policy used for scheduling the annual reexamination of families paying income-based rent as set forth above.

12.6 COMMUNITY SERVICE/ECONOMIC SELF-SUFFICIENCY REQUIREMENT

The Quality Housing and Work Responsibility Act of 1998 introduced the Community Service and Economic Self-Sufficiency Requirement, under which SCHAs must

adequately verify whether its non-exempt residents are complying with their community service or economic self-sufficiency responsibilities. This requirement relates directly to lease renewal, because SCHA is not permitted to renew the lease at the end of the twelve (12) month period if non-exempt family members fail to comply with the service requirement. Therefore, at annual recertification, tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. The Community Service and Economic Self-Sufficiency requirement is contained in **Chapter 15** of this Policy.

CHAPTER 13. INTERIM RENT ADJUSTMENTS

13.0 OVERVIEW

Interim rent adjustments are made as a result of changes in family income or changes in family composition between annual recertifications. SCHA is required to decrease rent in certain instances, but has options regarding changes or activities that will trigger interim rent increases.

A family may request an interim re-examination of family income or composition because of any changes since the last determination (24 CFR 960.257(b)).

13.1 ADJUSTING RENT BETWEEN REGULAR REEXAMINATIONS

Residents are required to report, in writing, all changes in family composition or income status to the housing manager in writing 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.**

SCHA shall make the interim re-examination within a reasonable time after the family request. SCHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	SCHA ACTION
Decrease in income for any reason, except for decreases that last less than 30 days. *(see Exceptions below) <i>Following SCHA's granting of interim rent decrease (above): if</i> Any subsequent increases in income occurs, it must be reported.	SCHA will process an interim reduction in rent provided the income decrease will last more than 30 days. (See item 4 below for further clarification) SCHA will process an interim increase for income increases that follow interim rent reductions.
Increase in unearned income (e.g. COLA adjustment for social security).	SCHA will defer the increase to the next regular reexamination.
Increase in income because a person with income (from any source) joins or leaves the household.	SCHA will process an interim increase or decrease in rent.
Change in circumstances (i.e increase decrease income allowances, etc).	SCHA will process an interim

INCOME CHANGE	SCHA ACTION
Change in rent formula or procedure by Federal law and regulation	SCHA will process interims in accordance to changes in Federal laws or regulations.
If the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been.	SCHA will process an interim increase in rent. SCHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

**** Exceptions: Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements or failure to comply with activities requirements are not eligible for rent reductions; nor are incidents of misrepresentation of facts such as reporting termination of sporadic income, without verification of termination "with good cause"; nor inactivity with temporary employment due to tenant's refusal or non-acceptance of available assignment.***

Changes must be reported on the form provided by the Authority, copies of which are available at the development office. Resident will be required to execute the necessary release or authorization forms necessary to verify all sources of income, assets, expenses or other data required by applicable HUD rule. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee.

SCHA will process interim adjustments in rent as follows:

- (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.

Residents granted a reduction in rent under these provisions will be required to report for special recertification at intervals determined by the Housing Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increased 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.

13.1.1 EFFECTIVE DATE OF ADJUSTMENTS

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

Rent decreases go into effect the first of the month following the reported and verified change, provided the change in income or circumstances was reported in a timely fashion. 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. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.
3. In case of an increase in earned income (including wages, pension benefits, and social security), the Authority shall adjust the rental increase at the time of the annual recertification if properly reported by the Tenant.
4. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the change occurred.
5. Rent will not be adjusted for decrease in income caused by the Tenant's willful non-compliance of an Agreement of Mutual Responsibility (AMR), failure to participate in economic self-sufficiency program, failure to comply with a welfare work activities program, welfare fraud, or for other income decreases caused by Tenant's own willful actions.
6. Tenants that take work to obtain the deferral of income and have patterns of employment termination without "good cause" to avoid being employed at the time of the next regular recertification will be considered as misrepresenting the facts and subject to retroactive increases.

13.1.2 EARNED INCOME DISALLOWANCES

Federal regulations exempts earned income for families who start work or participate in self-sufficiency programs. The earned income disallowance, established by QHWRA, encourages resident self-sufficiency by rewarding certain residents who go to work or have increased earnings. The earned income disallowance is applicable to an adult resident who either begins earning income or earns additional income. The disallowance functions as an income exclusion - that is, certain amounts of qualifying adult's verified income are not counted toward rent for a specified period.

13.1.2.1 DISALLOWANCE OF EARNED INCOME

Initial 12-month exclusion. During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences

an increase in annual income attributable to employment, SCHAs shall exclude from the annual income (as defined in 24 CFR 5.609) of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.

Phase-in of rent increase. Upon the expiration of the 12-month period as defined above in this section and for the subsequent 12-month period, SCHAs shall exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

Maximum 2-year disallowance. The disallowance of increased income of an individual family member as provided in this section is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance and a maximum of 12 months for disallowance, during the 24-month period starting from the initial exclusion according to this section.

Effect of changes on currently participating families. Families eligible for and participating in the disallowance of earned income under this section prior to May 9, 2016 will continue to be governed by this section in effect as it existed immediately prior to that date.

13.1.2.2 QUALIFYING FOR A DISALLOWANCE:

The earned income disallowance is only available for households under lease. It is not applicable at admission. Only adults can qualify for the earned income disallowance (because the earnings of family members other than the head or spouse are excluded if the family member is under age 18). Each person can receive only one 24-month disallowance period during his or her lifetime. There are three categories of individuals who qualify for the earned income disallowance:

- **A person whose annual income increases because of employment after having been unemployed for at least 12 months.** A person is considered to have been unemployed if he or she has earned less money in the previous 12 months than would have been earned working 10 hours per week for 50 weeks at the established minimum wage. (The minimum wage to be used is that applicable to the locality in which the determination is made.) The majority of families who qualify for earned income disallowances are likely to do so under this category.

An individual who was unemployed for some period of time before becoming a public housing resident or who earned so little in the

previous period to be considered unemployed could qualify under this category, so long as there is a 12 month period of unemployment.

- **A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency or other job-training program.**

This requirement is not the same as the previous income disregard. The key concept in this eligibility category is that the individual receives the new or additional earned income while he or she is involved in economic self-sufficiency or job training, not after the completion of such training.

Note: An example of this category of qualification occurs when people are studying for a variety of medical professions. Typically, classroom work is followed by a 'practicum' in a doctor's office, hospital or clinic, during which the individual is paid.

- **A person whose annual income increases because of new or increased earnings**, during or within six months after receiving assistance, benefits or services from a program funded by any state program for Temporary Assistance to Needy Families funded under Part A of Title VI of the Social Security Part 3 B Chapter 10 Income and Program Rents: Page 141 Public Housing Occupancy Guidebook Act.37. The assistance is not limited to income maintenance, but also includes benefits and services such as child care and transportation subsidies and one-time payments, wage subsidies and other amounts and services as long as the value of such benefits or services over a six month period is at least \$500. This is the only eligibility category that relates to the type of income received before the earned income. Only persons who have received either cash grants (of any amount) or at least \$500 worth of benefits or services from a qualified welfare program in the past six months qualify under this category. Note, also that persons who are already employed but who receive increases in income may qualify under this category if they have received welfare income or services in the previous six months.

Note: Receipt of Medicaid or food stamps does not qualify under this category, although there are a wide range of services and programs that do qualify. A SCHA should check with the agency that administers welfare programs to determine the source of funding.

Disallowance Amounts (24 CFR ' 960.255 (b)): In the first 12 months, the amount excluded from the qualified family's household income is the amount by which the new income of the family member whose earned income increases exceeds the family member's former income.

If a resident has taken a job that pays only slightly more than the resident's previous income, the disallowance amount would be very small. On the other hand, if a resident's child were taking her first job after finishing college, she might qualify for the disallowance of the entire amount of her earnings, since she might very well have had no income prior to her new employment.

After the first exclusion period (12 months), the disallowance amount is fifty percent of the increase in earned income of the family member over the baseline of that family member. Thus, if a resident received a raise during the first 12 months of working, or changed to a job that paid more than the initial job, the amount disallowed during the first 12 months is the entire amount by which earnings exceed the baseline income. At the end of the first 12 months, the disallowance amount would be based on fifty percent of the increased earned income.

Disallowance Periods (24 CFR 960.255 (b)): Every resident that qualifies for a disallowance receives two different disallowance periods: 12 cumulative months of full disallowance and 12 cumulative months of fifty percent disallowance, or phase-in exclusion. For the 12 cumulative months starting when the disallowance begins, the full exclusion period is in effect and the amount disallowed is the difference between the resident's baseline income and the new annual income due to earned income. After the first 12 month exclusion period, the disallowance continues in effect for an additional 12 months, but the amount of the disallowance is reduced by fifty percent.

Note: The disallowance amount computation is specific to the individual resident and not to the entire family. If a family consisted of a head of household who was receiving welfare income, and her children, one of whom is finishing high school and turning 18, the disallowance for the head would be the earnings less the welfare income (3rd EID category). For the 18 year old, however, the disallowance would be the entire amount earned because this family member had no income previously (1st EID category).

Maximum Disallowance Period: One aspect of the earned income disallowance that makes the program particularly useful to families moving from welfare to work is that the disallowance periods are only in effect when the family is actually earning income. The disallowance period is suspended if the resident is laid off or stops work for some other reason. Eligibility for the disallowance can be spread over a maximum of 48 months.

Many residents find the road from welfare to work very bumpy and cycle in and out of work. Residents should be counseled to report to the SCHA when they stop working and when they start working again, so the SCHA can keep track of exactly how many months are remaining for their disallowance period.

Note: One effect of the earned income disallowance is to eliminate some situations in which the SCHA would otherwise be making retroactive charges to residents. For example, if a resident gets a job and does not report in a timely manner, the resident might be subject to a retroactive charge of the difference between the amount he paid

and the amount his rent should have been. If the resident qualified for a disallowance, however, when the SCHA finds out about the job, the resident would be deemed to have already received the number of months of disallowance from the point when he would have qualified for the disallowance. In other words, the disallowance does not start when the SCHA discovers the additional earned income or when the resident gets around to reporting it - the disallowance starts when the additional employment income starts.

While this program detail is of benefit to families, it makes the program more difficult for SCHA to administer correctly. SCHA must track each resident's disallowance periods carefully, both to ensure that every resident gets the 12 months of full disallowance and 12 months of fifty percent disallowance to which they are entitled and to avoid granting any resident a disallowance that extends beyond the 48 month maximum.

CHAPTER 14. UTILITIES

14.0 OVERVIEW

If the Resident resides in a development where the Authority does not supply electricity, natural gas, heating fuel, an Allowance of Utilities shall be established, appropriate for the size and type of dwelling unit for the utilities the resident pays directly to the utility supplier. The utilities and appliances provided by the Authority will be denoted on Part II of the Dwelling Lease Agreement. Tenant must not misuse the utilities provided by the Authority and must comply with any applicable law, regulation, or guideline of any government body regulating utilities or fuels.

The Authority will provide a range and refrigerator. Other major electrical appliances (such as air conditioners, freezers, extra refrigerators, washers, dryers, second TV or second stereo, etc. may be installed and operated only with the written approval of the Authority. The use of a space heater is prohibited. A monthly service charge may be payable by Tenant for the electricity used in the operation of such appliances, as shown on the schedule posted at the Development office.

The Utility Allowance is an amount equal to the estimate made or approved by the Housing Authority or HUD, under 24 CFR 965, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

Utility Allowances will be updated periodically in accordance with HUD regulations. The Housing Authority may change the allowance at any time during the term of the lease, and shall give the resident 60 days written notice of the revised Allowance along with any resultant changes in resident rent or Utility Reimbursement.

14.1 UTILITY REIMBURSEMENT

If the Utility Allowance exceeds the Total Resident Payment, the Authority will pay a Utility Reimbursement to the tenant each month.

If the resident's actual utility bill exceeds the Utility Allowance, the resident shall be responsible for paying the actual bill to the supplier. If the Resident's actual utility bill is LESS than the Utility Allowance, the resident shall receive the benefit of such saving.

14.2 THIRD PARTY NOTIFICATION

Residents are responsible to promptly pay any utility bills for utilities supplied directly by the utility company to the Tenant. The Housing Authority requires the resident to authorize the

utility supplier to notify the Authority of non-payment of resident responsible utility services. Notification of non-payment of resident responsible utility services is a lease violation and grounds for termination of lease.

14.3 REASONABLE ACCOMMODATIONS OF RESIDENTS WITH DISABILITIES

SCHA will consider a request from a family that includes a disabled or elderly person for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR 8 to make the program accessible to and usable by the family with a disability. This may include charges for the use of certain resident-supplied appliances (if there is a verified need for special equipment) because of the disability.

CHAPTER 15. COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY

15.0 OVERVIEW

Community Service is defined as “the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community.” Community Service is not employment and may not include political activities.

The Community Service and Economic Self-Sufficiency requirements mandate that each non-exempt adult household member (18 years or older), shall either contribute eight hours per month of community service within their community, or participate in an Economic Self-Sufficiency program for eight hours per month. This Chapter provides SCHA’s requirements.

SCHA will comply with non-discrimination and equal opportunity requirements listed at 24 CFR 5.105(a) and affirmatively further fair housing in all their activities.

An Economic Self Sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

15.1 COMMUNITY SERVICE CONTRIBUTIONS

Federal regulations mandate that all adult residents must contribute eight (8) hours per month of community service, or participate in an economic self-sufficiency program for eight (8) hours per month as a condition for continued public housing assistance.

The exceptions to this requirement are for person(s) that are:

- Elderly (62 years of age or older)
- Blind or disabled as defined under law and unable to comply with the community service requirement, or the caretaker of such an individual.
- Engaged in work activities as defined in Section 407 (d) of the Social Security Act (20 hours per week is the minimum number of hours established by the SCHA for a work activity exemption)
- Exempted from work under the State Program funded under Part A of Title IV of the Social Security Act or under any other State welfare

program including welfare to work and who are in compliance with that program.

- Receiving TANF assistance or benefits or service under U.S. C. 601 *et seq*); or under any other welfare program of the State in which the SCHA 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 non-compliance with such program.
- The parent or other caretaker who is personally providing care for a child under 6 years of age for whom an alternate child care arrangement is unavailable.

Persons with a disability are not automatically exempt from community service requirements. A person is exempt only to the extent the disability makes the person “unable to comply.”

15.2 COMMUNITY SERVICE ACTIVITIES

The Authority together with the resident advisory councils, will strive to give residents the greatest choice possible of community service activities. These activities could include, but are not limited to:

- Improving the physical environment of the resident’s development (such as hall monitoring, litter patrol and supervising and record keeping for volunteers).
- Volunteer work in a local school, hospital, childcare center, homeless shelter, etc.
- Working with youth organizations.
- Helping neighborhood groups on special projects.
- Participation in programs that develop and strengthen resident self responsibility such as drug and alcohol abuse counseling and treatment, household budgeting and credit counseling, and English proficiency.

Federal regulations specifically prohibits political activity as community service.

15.3 HOUSING AUTHORITY OPTIONS FOR COMMUNITY SERVICE

The Authority can administer its own community service program, with cooperative relationships with other entities, or contract the entire community service program to a third party, which includes qualified resident councils.

The SCHA has partnered with the Community Volunteers in Action which is a program of the Schuylkill County Department of Human Services which has provided a list of volunteer opportunities in Schuylkill County. Organizations not on the list must be approved by the SCHA as eligible for meeting the legislative requirements.

The Authority must follow procurement policies and 2 CFR 200 in order to contract out the community service program. When third party contractors are used, the Authority will strive to ensure the contractor doesn't have a financial interest in where participants are assigned.

The Authority will ensure that all community service programs are accessible for persons with disabilities, and determine as well as possible, the work being performed is not hazardous.

At the time of each annual reexamination, the Authority will ensure that residents member who are subject to these requirements are:

Provided a list of volunteer opportunities

Provided information about obtaining suitable volunteer positions

Provided a Certification Form (Instructions for the form require the sponsoring organization to verify the completed hours of volunteer work

The Certification Form must be provided to the Housing Authority each month, and maintained in the residents files

15.4 DOCUMENTATION

It is the responsibility of each adult resident who is not exempt, to select and arrange their community services work. Each individual has the responsibility for obtaining a Certification Form that will be provided by the SCHA, which must be completed and signed by the sponsoring organization to verify the completed hours of volunteer work. The Certification Form must be provided to the Housing Authority each month, and maintained in the resident's file.

15.5 NONCOMPLIANCE

Every three months, the managers will review their files to determine whether all non-exempt adults are documenting the community service hours. If not, a notice will be sent to the resident:

- a. Describing the noncompliance;
- b. Informing the household of the need to cure the noncompliance or provide written assurance that the noncompliant resident no longer resides in the unit;

- c. Stating that the Authority is prohibited from renewing the household lease at the next anniversary unless the noncompliance is corrected or the household enters into a written agreement to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity need to make up the total number of hours required over the twelve-month term of the lease. The cure shall occur over a 12 month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns, goes toward the current commitment until the year's commitment is made.
- d. Indicating that the resident may request a grievance hearing on the Authority's determination

SCHA will review family compliance with service requirements and verify such compliance annually at least 30 days before the end of the 12-month lease term. If the qualifying activities are administered by an organization other than SCHA, SCHA may obtain verification of family compliance from such third parties or may accept a signed certification from the family member that he or she has performed such qualifying activities.

If any adult in the household has not met the community services requirement prior to the next anniversary date, then the Authority will not renew the lease unless the adult in noncompliance has entered into a written agreement to cure the noncompliance by completing the additional hours needed to make up the total number of hours not completed as well as the on-going requirement over the twelve-month term of the new lease. This agreement will state that the lease may be terminated at any point during the coming year in the individual is not complying with the agreement.

CHAPTER 16. PET POLICY/ASSISTANCE ANIMALS

16.0 OVERVIEW

This Section explains the Schuylkill County Housing Authority's (SCHA) policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this Housing Authority to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the Schuylkill County Housing Authority.

16.1 ENABLING REGULATIONS

Section 526 of the Quality Housing And Work Responsibility Act of 1998 (QHWRA) provides that residents of public housing may own 1 or more common household pets. This is subject to the reasonable requirements of SCHA. The resident must maintain each pet responsibly and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations along with the policies established in the agency plan for SCHA. To this end, the Schuylkill County Housing Authority has adopted reasonable pet requirements.

These Reasonable Pet Requirements incorporate the various state and local laws governing pets that include inoculating, licensing, and restraint, and provide sufficient flexibility to protect the rights and privileges of other residents who chose not to own pets.

In the event of an emergency or building evacuation it is the responsibility of the pet owner to remove the animal.

16.2 EXCLUSION FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules contained in this Policy do not apply to qualified service animals used to assist persons with disabilities. This exclusion applies to animals that reside in projects for the elderly or persons with disabilities (as identified in this Policy), as well as to animals that visit these projects.

In order to qualify for this exclusion, the tenant or prospective tenant must:

- A. Certify in writing that the tenant or a member of his or her family is a person with a disability;
- B. The animal has been trained to assist persons with that specific disability; and
- C. The animal actually assists the person with a disability.

Nothing in this Policy is intended to limit or impair the rights of persons with disabilities or affects any authority that the Housing Authority may have to regulate animals that assist persons with disabilities, under Federal, State, or local law.

16.3 TYPE OF DWELLING UNITS PERMITTING PETS

All residents of SCHA are eligible for common household pets in accordance to the terms of this Pet Policy.

Visiting pets are **not** permitted unless they are service animals used to assist persons with disabilities, as described in item 16.2 above, without written permission from the Landlord. If such written permission is granted, all rules of the Pet Policy will apply to a visiting pet while on the Landlord's premises.

16.4 TYPE OF PETS AND NUMBER PER UNIT

A common household pet is defined as being a small animal such as a cat, dog, goldfish or tropical fish, or bird. Examples of animals **that are not considered common household pets** for purposes of this policy include: Reptiles, amphibians, insects, simeans, and other animals as determined by SCHA. No dangerous or intimidating pets, i.e., pit-bull dogs, rottweilers, or doberman pinchers, will be permitted. Only one four-legged, warm blooded pet is permitted in the unit.

16.5 REGULATION REQUIREMENTS PRIOR TO ADMISSION (EXHIBIT I)

All pets must be pre-registered with Management ten (10) days beforehand to determine whether permission will be granted. Registration must show type of pet, recent picture, name, age, and if applicable, license number, and current inoculation information, name and address of the pets veterinarian (see attached Exhibit I) , plus a signed responsibility card showing the names of three (3) persons to call to come get the pet in the event of the tenant's illness or death (see attached Exhibit III). Pet registration must be updated annually by the anniversary date. Failure to update registration will be grounds to prohibit pet on the premises

Residents will be refused pet registration or renewal of registration if management determines the tenant was/is unable to fulfill their past or future obligations as a pet owner, are unable to adhere to the terms of the lease, or house pet rules, the animal does not meet the definition of common household pet, or the temperament of the animal is considered dangerous.

In the event the pet owner is incapacitated or no longer available to care for the pet, the person designated on the registration form must remove the pet.

16.6 PET RESPONSIBILITY CARD (EXHIBIT III)

Prior to pet admission, the owner must fill in and sign a written responsibility form showing the name, address and phone number of three (3) local persons who will come and get the pet in the event of a tenant's illness, vacation, temporary absence or death. The responsibility form (Exhibit III) must be renewed each year by The anniversary date. Persons so named will be responsible in the order of their names on the responsibility card. The responsible person shall not reside in or leave the pet unattended in the tenant's unit. In absence of the designated persons' availability, management will arrange removal of pet.

16.7 SECURITY DEPOSIT

Unless otherwise proscribed by the U. S. Department of Housing and Urban Development, the Pet Security Deposit will be required of dog and cat owners in the amount of \$300.00 for dog, or cat, payable in \$50.00 monthly payments beginning on or before the date when the pet is brought onto the premises. The payment will be held as a separate deposit as part of the lease. Upon vacancy or upon resident giving up keeping a pet at the premise, (written verification that pet is no longer in household shall be required), the deposit will be refunded minus costs for repairs or damage or necessary fumigation due to the pet. Such deposit will also be used for services related to flea removal.

16.8 PERSONAL FINANCIAL RESPONSIBILITY STATEMENT

Each pet owner will be required to sign a statement that they assume all personal financial responsibilities for damage to any personal or project property caused by pet and assumes personal responsibility for personal injury to any party caused by said pet (see Exhibit IV)

16.9 Inspection of Apartment

The SCHA may enter and inspect unit only if he or she has received a signed, written complaint alleging that the conduct or condition of the pet in the dwelling constitutes a nuisance or threat to the health or safety of the occupants of the project or other persons in the Community, under applicable state or local law. The inspection may also be permitted if the owner has reasonable grounds to believe that the conduct constitutes a nuisance or threat.

The Landlord's maintenance personnel will not enter the Premises housing a dog or cat unless the Tenant is home and places the pet on a leash or is under control at all time while the maintenance personnel are in the unit. Any problems noticed at this inspection, such as damages to the premises or odors will be rectified by repairs or extermination within ten (10) days of the inspection. If the Tenant has not arranged for repairs or extermination within the ten (10) day period, the Landlord will then make the necessary repairs or extermination at the Tenant's expense. The charges must be paid within thirty (30) days of invoice.

16.10 DOG OWNER REQUIREMENTS

Domesticated, short hair breed dog, no less than six (6) months old and must be completely housebroken. In the case of a 6 month old dog, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size requirement listed.

Proof that the dog is already neutered or spayed and in good health

Each dog must be licensed by proper Authority and proof of license renewal must be furnished each year by tenant by the anniversary date.

The dog must wear an ID collar at all times showing license and owner's name and address plus a flea collar.

Each year by the anniversary date, the tenant must show proof that the dog has had the proper Parvo shots for distemper and rabies, the proof must be signed by a veterinarian.

A dog cannot weigh over 25 pounds when it is considered full-grown or be over fourteen (14) inches at shoulder height.

A dog must be under the control of a responsible adult at all times and on a leash during unit inspection and when outside of the owner's apartment unless it is in an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash by a responsible adult. Any deposits of shedding hair, pet tracks or other debris in common areas during entering or leaving the building must be cleaned by the pet owner. (Dogs should be brushed on a regular basis to avoid such shedding)

Dogs may not be exercised or curbed on SCHA's property. They must be walked or curbed outside of SCHA's property.

In the event that a pet cannot wait and does deposit waste on SCHA's property, the pet owner must have a utensil such as a "Pooper Scooper" to use to remove any waste from his pet as soon as it is deposited on SCHA's property. The waste must then be placed in a heavy-duty plastic bag, sealed tightly, and disposed of as trash. Failure to clean up after dog will result in clean up fees charged to resident.

Animal waste or litter shall not be disposed of by flushing it down a toilet. Charges for unclogging toilets or clean-up of common area that are required because of or attributable to pet nuisance shall be billed to and paid by the resident pet owner.

Dog owner must use the nearest accessible exit when taking their pet outside.

IMPORTANT: Only one pet is allowed in an elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.

No dog may stay alone in an apartment overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to arrange to take the pet elsewhere until they return. If a pet is found alone, see Pet Removal, Item 16.14 below.

Pet owner must designate an alternative residence for the pet before pet permission is approved by management.

The flea collar must be changed every three-(3) months, and this will be checked upon unit inspection.

16.11 CAT OWNER REQUIREMENTS

All cats must be litter trained before admission.

Proof that the cat has been declawed, spayed or neutered and in good health

The cat must wear an ID collar at all times showing owner's name and address plus a cat flea collar.

Proof must be shown before admission and each year by the anniversary date that the cat has had the proper FVR-CP, rabies, and distemper shots. This proof must be signed by a veterinarian.

Cat must be under the control of a responsible adult at all times and on a leash during unit inspection and when outside of the owner's apartment unless is in an approved locked pet carrier. Any deposits of shedding hair, pet tracks or other debris in common areas during entering or leaving the building must be cleaned by the pet owner.

Tenant must use a SCHA approved type litter box, which is kept clean daily. Litter must be put in a sealed heavy-duty plastic bag and disposed of daily to an outside trash receptacle.

No cat can weigh over 13 pounds.

Cats must be exercised off the SCHA property.

No cat may stay alone in an apartment overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to arrange to take the pet elsewhere until they return. If a pet is found alone, see Pet Removal policy (16.14).

In the event that a pet cannot wait and does deposit waste on the SCHA property, the pet owner must have a utensil such as a "Pooper Scooper" to use to remove any waste from his pet as soon as it is deposited on the SCHA property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

The flea collar must be changed every three (3) months, and this will be checked upon unit inspection.

All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in a sealed plastic bag and placed in trash bins. Cat litter shall be changed at least twice a week.

Animal waste or litter shall not be disposed of by flushing it down a toilet. Charges for unclogging toilets or clean-up of common area that are required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

Cat owner must use the nearest accessible exit when taking their pet outside.

16.12 BIRD OWNER REQUIREMENTS

No more than (2) birds to a unit will be permitted.

The cage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris put in a plastic bag and disposed of immediately as trash.

Birds must be healthy and free of disease at all times.

Birds are not permitted to be left alone in an apartment over two (2) days unless arrangements for daily care has been made by the owner.

16.13 FISH OWNER REQUIREMENTS

One (1) fish tank only permitted to a unit (no bigger than five (5) gallon size), or one (1) large gold fish bowl (no more than one-gallon size).

Fish may not be alone in the unit over one (1) week unless arrangements for daily care has been made by the owner.

Pet owner must be aware when cleaning or filling fish tanks that water damage done to resident's own apartment or apartments under him will be billed to the pet owner and any charges must be paid within 30 days of the incident.

16.14 GENERAL POLICY FOR AUTHORIZED PETS

Pet owners must own a vacuum cleaner and clean up pet residue (hair, seeds, feathers) as well as odor and water daily.

Pets must go directly from their floor to the elevator and down first floor to hall to the outside and back the same way.

Only one pet is allowed in elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.

Pets are not permitted on floors other than the first floor or that of their own apartment.

Pets are never permitted in another apartment or the public rooms, i.e.: office, community room, laundry room, lounge, or solarium.

Pets are not permitted in hallways except for proceeding directly to the elevator or apartment when entering or exiting.

If a pet gets loose and out of the Tenant's control, the Tenant, and not the Landlord is responsible for damages and recapture. The Tenant will immediately clean up any waste and pay the cost of any damages incurred immediately upon presentation of the bill from the Landlord or another tenant if they or their property is involved.

Costs of extermination from fleas, ticks or other animal related pests caused by a tenant's pet will be the responsibility of such tenant.

Pet waste of all types, including litter box and cage cleaning, must be put in tightly fastened, heavy-duty plastic bags and placed outside in the dumpster containers or (for residents who live in row houses) in garbage cans with lids, provided by the resident. At no time will pet waste of any type be permitted to be placed any trash chute, wastebasket or garbage cans inside the building.

Tenants shall not alter the interior of their unit, patio, or balcony to create enclosure for an animal or bird. Such areas must be kept clean and free of hair feathers, seeds, droppings, urine, feces, and odors at all times.

Resident shall not permit any disturbance by their pet, which would interfere with other tenant's quiet enjoyment of their accommodation. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities. Failure to so control pet noise may result in the removal of the pet from the premises.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

THE SCHUYLKILL COUNTY HOUSING AUTHORITY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST, VISITOR, OR STAFF MEMBER.

Resident no longer desiring to keep pet, must make alternative arrangement to house the pet and must provide written verification of removal of pet.

In the event of a death of a pet, the tenant shall be responsible for arranging burial or other disposal off the premises. Resident must dispose of pet within one (1) day or incur cost of the removal of the pet by the Landlord. Pet may not be disposed of on the premises or in a dumpster or garbage can thereon.

Tenants living on first floor shall not allow pets to be tied, or be permitted outside of the dwelling unit directly on the grounds of the Authority.

Tenants shall not feed stray or unregistered animals. This shall constitute having pet without permission of the Authority.

16.15 Protection of the Pet

If the health or the safety of a pet is threatened by the death or incapacity of the Tenant, the Landlord will contact the person(s) listed on the Pet Responsibility card. If none of the three contacts are available or unable to care for the pet, SCHA shall contact the appropriate state or local animal enforcement agency and request removal of a pet. If there is no state or local agency authorized to remove a pet under these circumstances, the Landlord will enter the Tenant's unit, remove the pet, and place it in the Animal Rescue League for permanent disposition of the pet at the pet owner's expense.

All resident pet owners are required to provide adequate care, nutrition, exercise, and medical attention for his/her pet. Pets which appear to be poorly cared for, becomes vicious or displays symptoms of severe illness or other behavior that constitutes and immediate threat to the health or safety of the Tenants as a whole, or which are left unattended for longer than 12 hours will be removed from the premises.

Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The pet owner must, upon demand by SCHA, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat to health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not so afflicted.

In the event of a tenant's sudden illness the resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet, consistent with policy guidelines and at the expense of the resident pet owner, unless written instruction with respect to such area are provided in advance by the resident to the SCHA office and all care shall be at the resident's expense.

Unwillingness on the part of named caretakers of a pet, to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.

16.16 PET REMOVAL

Management may require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

Creation of a nuisance and after proper notification consistent with these Pet Rules. (Notice shall be within a forty-eight (48) hour period).

Excessive pet noise or odor

Unruly or dangerous behavior.

Excessive damage to the resident's apartment unit.

Repeated problems with vermin and flea infestation.

Failure of the tenant to provide for adequate and appropriate care of his/her pet.

Leaving a pet unattended for more than 12 hours.

Tenant serious illness and/or death.

Failure to observe any other rule contained in this section and not here listed.

16.17 Pet Rule Violation Procedure

If the Landlord determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the keeping of a pet, the Landlord will serve a notice to the tenant of pet rule violation.

The notice of pet rule violation will be in writing and will:

1) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

2) State that the Resident/Pet Owner has two days from the effective date of the service of notice to correct the violation (including inappropriate circumstances, removal of the pet) or make written request for a meeting to discuss the violation; and

3) State that the Resident/Pet Owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

16.17.1 Pet Rule Violation Meeting

If a Resident/Pet Owner requests a meeting on a timely basis, the SCHA will establish a mutually agreeable time and place for the meeting no later than fifteen (15) days from the effective date of service of notice of the pet rule violation, unless the pet owner agrees to a later date in writing.

At the Pet Rule Violation Meeting, the Resident/Pet Owner and the SCHA will discuss the alleged violation and attempt to correct it.

As a result of the meeting, the SCHA may give the Resident Pet Owner additional time to correct the violation.

If the Resident/Pet Owner and the SCHA are unable to resolve the violation at the meeting, the SCHA may inform the pet owner in writing that the pet must be removed from the premises within two (2) days of the pet rule violation meeting.

16.17.2 Notice of Pet Removal

If the Housing Authority determines that the pet owner has failed to correct the pet violation within the time provided under paragraph 16.17.1 above (including any additional time permitted by the Housing Authority), the Housing Authority may serve a notice to the pet owner to remove the pet. The notice will be in writing and will

1) Contain a brief statement of the factual basis for the determination and the pet rule (s) that have been violated.

2) State that the Resident/Pet Owner must remove the pet within two (2) days of the effective date of service of the notice of pet removal; and

State that failure to remove the pet may result in the initiation of procedures to terminate the Resident/Pet Owners tenancy.

The above Pet Rule Violation Procedure does not apply in cases where the pet in question presents an immediate threat to the health or safety of other tenants or if the pet is being treated in an inhumane manner. In such cases, Section 16.15 (Protection of Pet) shall apply.

Tenant agrees that the Authority shall have the right to immediately remove any pet if in the Authority's judgment the pet represents and immediate threat to the health or safety of other tenants, or if the pet is being treated inhumane manner.

16.17.3 Termination of Tenancy for Pet Rule Violation

The SCHA may initiate procedures for termination of the Resident Pet Owner's tenancy based on the pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified; and

The pet rule violation is sufficient to begin procedures to terminate the Resident/Pet Owner's tenancy under the terms of the lease and applicable regulations.

EXHIBIT I: PET PERMIT APPLICATION/REGISTRATION

Tenant Name: _____

Tenant Address: _____

Type of permit requested: _____ BIRD _____ FISH _____ OTHER

Pet Security Deposit:

AMOUNT _____

AMOUNT _____

Description: Animal's name: _____

Breed _____

Weight: _____ Height: _____

Annual Shots (date) _____

Date Neutered: _____ License Number: _____

Emergency Contact:

Name: _____ Relationship: _____

Address: _____

Phone #: _____

Color Photograph Attached: _____

Date application received: _____
By: _____

Policy explained to tenant
By: _____

Apartment inspected for housekeeping: _____ Yes _____ No

Approved by: _____

Rejected by: _____

Reason(s): _____

Date Permit Issued: _____ Permit Number: _____

EXHIBIT II: PET PERMIT NO. _____

Parties and dwelling unit:

Parties of this unit are the HOUSING AUTHORITY OF _____,
referred to as the management /landlord and _____ referred
to as the tenant. The Landlord leases to the tenant unit number _____ located
at _____
_____.

Length of Time (Term):

The term of this permit shall begin on _____ and end as per
the Pet Policy.

Landlord

Date

EXHIBIT IV: CARETAKER INFORMATION

1. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

3. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CHAPTER 17. GENERAL PUBLIC HOUSING LEASE REQUIREMENTS

17.0 OVERVIEW

A public housing resident may occupy a public housing unit pursuant only to a lease that meets HUD regulations in 24 CFR 966 and Pennsylvania Landlord Tenant Law. A lease is a legal document that records the agreement between the Housing Authority, as the landlord, and the Tenant. It transfers ownership rights (e.g. to possess, use, and enjoy) from the Housing Authority to the Tenant for a specified period of time and for a specified amount of rent. The Lease addresses the rights and responsibilities (see Section VIII and IX of the Lease Agreement, attached to this Chapter) of both the Authority and the Tenant. These rights are subject to specified terms and conditions.

The Lease (attached) is in two parts. Part One is the Terms and Conditions that apply to all Tenants. Part Two includes Part One Terms and Conditions by reference, information regarding the individual Tenant family, and the appropriate acknowledgements and signatures. Part Two of the lease gives the date, address and number of the unit, names, ages and relationships of all household members, and identifies utilities supplied by the Authority and those paid directly by the Tenant. Part Two is modified when regular recertification or interim adjustments denote a change to the family's composition or rent.

17.1 GENERAL LEASING POLICY

The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of SCHA, prior to actual admission.

If a resident transfers from one SCHA unit to another, a new lease will be executed for the dwelling into which the family moves.

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 new lease agreement will be executed, or
- A Notice of Rent Adjustment will be executed, or
- An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of SCHA.

Residents must advise SCHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for SCHA to contact the resident in an emergency. Failure to advise SCHA of an extended absence is grounds for termination of the lease.

The lease review will be conducted to give the Tenant an opportunity to gain an understanding of the terms and conditions of the lease and will at a minimum cover the following:

- References to Part Two of the Lease.
- Description of the parties and premises.
- The Lease term and amount of rent.
- Other charges including maintenance costs, excess utility charges, late charges, etc.
- Payment location.
- Security Deposit.
- Utilities and appliances including: Authority supplied; Tenant-paid; and Tenant responsibilities.
- Terms and conditions of occupancy including use and occupancy of the dwelling unit; ability to comply with Lease terms; redetermination of rent; rent adjustments; and transfers.
- The Housing Authority's obligations.
- The Tenant's obligations.
- Defects hazardous to life, health or safety.
- Move-in and move-out inspections
- Entry of premises during tenancy.
- Notice procedures.
- Termination of the Lease.
- Housekeeping standards.

Please refer to 17.2 and 17.3 of this Chapter and the Lease attachment for detailed information regarding the Lease.

17.2 PART I ESTABLISHES THE TERMS AND CONDITIONS OF THE LEASE.

This part applies to all Tenants.

17.3 PART II IS THE LEASE CONTRACT.

This is executed by the Tenant and SCHA, includes Part 1 Terms and Conditions (by reference) and the following information specific to each household's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, development name;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by SCHA with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household and the Executive Director of SCHA must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal SCHA working hours.

CHAPTER 18. PUBLIC HOUSING GRIEVANCE PROCEDURE

18.0 OVERVIEW

The Grievance Procedure is an administrative method prescribed by HUD to address resident complaints. This Grievance Procedure is a part of SCHA's lease, by reference to which the provisions of 24 CFR 966 are applicable. This Chapter provides the elements of the grievance process. These procedures are established and shall henceforth be implemented for the purpose of assuring that tenants are afforded an opportunity for a hearing if the Tenant disputes within a reasonable time any Management action or failure to act involving Tenants lease or Managements regulations which adversely affect the individual Tenants rights, duties, welfare or status.

In all matters regarding the implementation of this Grievance Procedure, SCHA shall comply with HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued on January 22, 2007.

18.1 DEFINITIONS APPLICABLE TO THE GRIEVANCE PROCEDURE: [966.53]

Complainant: Any Resident (as defined below) whose grievance is presented to SCHA (at the Administrative Office or the Site Office) in accordance with the requirements presented in this procedure.

Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
2. Right of the Resident to be represented by counsel;
3. Opportunity for the Resident to refute the evidence presented by SCHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
4. A decision on the merits.

Expedited Grievance: means a procedure established by SCHA for any grievance concerning a termination of tenancy or eviction that involves:

1. Any reliable evidence of conviction or criminal conduct that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority, or

2. Any reliable evidence of criminal conduct or conviction of violent or drug-related criminal activity
3. Any criminal activity that resulted in felony conviction of a household member

Grievance: Any dispute which a Resident may have with respect to SCHA's action or failure to act in accordance with the individual Resident's lease or Housing Authority regulations which adversely affects the individual Resident's rights, duties, welfare or status.

Hearing Officer: means an impartial person or persons selected by SCHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training.

Resident: The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Resident family residing in the dwelling unit.

Resident Organization: An organization of residents, which also includes a resident management corporation.

18.2 APPLICABILITY OF THIS GRIEVANCE PROCEDURE [966.51]

In accordance with the applicable Federal regulations (24 CFR § 966.50) this grievance procedure shall be applicable to all individual grievances (as defined in Section I above) between Resident and SCHA with the following two exceptions:

HUD has issued a due process determination that the law of the Commonwealth of Pennsylvania requires that Residents be given the opportunity for a hearing in court (which provides the basic elements of due process, as defined above) before eviction from the dwelling unit; therefore, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involve:

1. Any reliable evidence of conviction or criminal conduct that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority, or
2. Any reliable evidence of criminal conduct or conviction of violent or drug-related criminal activity; or
3. Any criminal activity that resulted in felony conviction of a household member

The SCHA grievance procedure shall not be applicable to disputes between Residents not involving the Housing Authority or to class grievances. The grievance procedure is

not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and SCHA's Board of Commissioners. [966.51 (b)]

This grievance procedure is incorporated by reference in all Resident dwelling leases and will be furnished to each Resident and all resident organizations. [966.52 (b) and (d)]

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the Housing Authority before any revisions are made to the grievance procedure. [966.52 (c)]

18.3 INFORMAL SETTLEMENT OF A GRIEVANCE [966.54]

Any grievance must be personally presented, either orally or in writing, to SCHA's Administrative Office or the Site Office of the development in which the complainant resides **within three days after the grievable event**. Grievances received by the Housing Authority's Administrative Office involving complaints related to discrimination, harassment, or disability rights will be referred to the Equal Opportunity Officer or the Executive Director. Grievances related to complaints about operational matters will be referred to the person responsible for the management of the development in which the complainant resides. As soon as the grievance is received, it will be reviewed by the management office of the development, to be certain that neither of the exclusions, as cited in 18.2, paragraph 1 and 2 (above) applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to SCHA's grievance procedure, denoting the reason thereof.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within three working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal meeting the complainant will present the grievance and the person in charge of the site office or the Equal Opportunity Officer will attempt to settle the grievance to the satisfaction of both parties.

Within three working days following the informal meeting, the Housing Coordinator shall prepare and either give or mail to Resident a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons thereof, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Resident's file.

18.4 FORMAL GRIEVANCE HEARING

If the complainant is dissatisfied with the settlement arrived at in the informal meeting, the complainant must submit a written request for a hearing to the management office of the development where Resident resides **no later than three working days after the summary of the informal meeting is received.**

The written request shall specify:

- The reasons for the grievance;
- The action of relief sought from SCHA; and
- Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the Housing Authority shall schedule a hearing on the grievance at the earliest time possible for the complainant, SCHA and the hearing officer, **but in no case later than ten working days** after the Housing Authority received the complainant's request.

If the complainant fails to request a hearing within ten working days after receiving the summary of the informal meeting, SCHA's decision rendered at the informal meeting becomes final and the Housing Authority is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure. [966.55 (c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest SCHA's decision in a court hearing. [966.54 (c)]

18.5 SELECTING THE HEARING OFFICER [966.55 (B)(2)(II)]

The Hearing Officer shall be an impartial person or persons other than the person who made or approved the decision under review, or a subordinate of that person as elected by the majority of SCHA tenants. Such individual or individuals do not need legal training.

18.6 ESCROW DEPOSIT REQUIRED FOR A HEARING INVOLVING RENT [966.55 (E)]

Before a hearing is scheduled in any grievance involving the amount of rent which the SCHA claims is due under this lease, the complainant shall pay to SCHA all amounts due and payable as of the date of the request for hearing. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. This requirement will not be waived by the Housing Authority unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or imputed welfare income.

18.7 SCHEDULING HEARINGS [966.55 (F)]

When a complainant submits a timely request for a grievance hearing, SCHA will immediately contact the Hearing Officer to schedule the hearing within the following ten working days.

Once the hearing date and time has been established, the complainant, the Housing Coordinator of the development in which the complainant resides, and Hearing Officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

18.8 PROCEDURES GOVERNING THE HEARING [966.56]

The hearing shall be held before the Hearing Officer. The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity, before the hearing, to examine any SCHA documents, including records and regulations, that are directly relevant to the hearing. The Resident shall be allowed to copy any such document at the Resident's expense. If the Housing Authority does not make the document available for examination upon request by the complainant, SCHA may not rely on such document at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the Resident's representative and to have such person make statements on the Resident's behalf.
3. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the resident's complaint to controvert evidence relied on by the Housing Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information SCHA or development management relies; and
4. A decision based solely and exclusively upon the fact presented at the hearing. [966.56 (b)]

The Hearing Officer may render a decision without proceeding with the hearing if s/he determines that the issue has been previously decided in another proceeding. [966.56 (c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the Housing Authority must sustain the burden of

justifying the SCHA action or failure to act against which the complaint is directed. [966.56 (e)]

The hearing shall be conducted informally by the Hearing Officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56 (f)]

The Hearing Officer shall require the Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56 (f)]

The complainant or SCHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56 (g)]

The Housing Authority must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Resident is visually impaired, any notice to the Resident, which is required under this procedure, must be in an accessible format. [966.56 (h)]

18.9 FAILURE TO APPEAR AT THE HEARING

If the complainant or the Housing Authority fails to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone the hearing **for not more than five business days**, or may make a determination that the party has waived his right to a hearing. [966.56 (d)]

Both the complainant and SCHA shall be notified of the determination by the Hearing Officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in court. [966.56 (d)]

18.10 DECISION OF THE HEARING OFFICER [966.57]

The Hearing Officer shall prepare a written decision, together with the reasons for the decision **within five working days** after the hearing. A copy of the decision shall be sent to the complainant and SCHA site office.

The Housing Authority shall retain a copy of the decision in the Resident's folder. A copy of the decision with all names and identifying references deleted shall also be maintained

on file by SCHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless SCHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

1. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease or SCHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
2. The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the Housing Authority.
3. A decision by the Hearing Officer or Board of Commissioners in favor of SCHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]

CHAPTER 19. RESIDENT RELATIONS

19.0 OVERVIEW

The Schuylkill County Housing Authority, in keeping with guidelines established by the U.S. Department of Housing and Urban Development, is committed to promoting resident initiatives, encouraging resident participation and providing opportunities and resources to residents to improve their quality of life.

19.1 RESIDENT INITIATIVES

The SCHA adopts this statement of policies and procedures with respect to resident-oriented program initiatives in the public housing developments under its management. The policies and procedures outlined in this document are guided by the following basic principles:

- a. individuals who reside in public housing are entitled to the same basic rights, privileges, and opportunities afforded to any other citizens. Included among these are the rights to access means to address issues that affect their well being and the general welfare of the communities in which they live;
- b. to the greatest extent possible, public housing residents should have a substantive role in identifying issues of concern in the developments in which they live, and be provided the opportunity to work directly with public housing management in the design, implementation, and evaluation of programs dealing with matters of community-wide concern; and
- c. all resident-oriented programs in public housing should be designed and operated in such a way so as to promote the health, safety, and upward mobility of individuals as well as families in the most efficient manner possible.

The aforementioned principles shall be reflected in specific programs and activities that are directed as realizing the following objectives:

- a. enhancing neighborhood security and eliminating the presence of illegal drug activity;
- b. facilitating resident participation in the management of public housing communities;
- c. encouraging opportunities for residents of public housing to take substantive steps toward home ownership; and
- d. promoting programs and activities that contribute to upward mobility and economic self-sufficiency for individuals and families living in public housing.

19.1.1 IMPLEMENTATION OF RESIDENT INITIATIVE PROGRAM

The Schuylkill County Housing Authority, intends to utilize the following procedures in the implementation of resident programs in the areas specified:

19.1.1.1 NEIGHBORHOOD SECURITY/DRUG ELIMINATION

With the active participation of residents, the Housing Authority will continue existing efforts to provide for the safety of persons and property in public housing neighborhoods, including a commitment to work to eliminate illegal drugs from such communities. Actions toward these ends shall include:

- a. continue coordinating efforts with local law enforcement agencies relative to sharing of information on criminal activity and the development of appropriate crime prevention strategies in public housing neighborhoods; and
- b. cultivating SCHA, intergovernmental and community resources to provide for drug education, counseling, and treatment referral services for residents affected by illegal drug usage.

The Housing Authority may permit residence in public housing developments by police officers, whose visible presence is expected to serve as a deterrent to criminal activity in and around the Authority's public housing developments.

Police officers who are otherwise eligible (not requiring an exemption because of income) will be housed under the Authority's Local Preference criteria when their visible presence, as determined by SCHA, is expected to serve as a deterrent to drug-related criminal activity in and around the public housing developments.

19.1.1.2 RESIDENT PARTICIPATION IN MANAGEMENT OF SCHA

The Housing Authority shall promote the increased participation of residents in public housing management affairs through the following means:

- a. providing financial advice as well as technical assistance to existing resident organizations, and encouraging the formation of additional entities where desirable;
- b. facilitating the establishment of formal mechanisms through which resident organizations can be in deliberations with SCHA staff on management-related issues; and
- c. maintaining an information and planning network between SCHA management and resident organizations so that they might be advised of the participation in federally sponsored initiatives to promote resident management in public housing.

19.1.1.3 HOME OWNERSHIP

The Housing Authority shall seek to advance the goals of moving residents toward home ownership through the following means:

- a. consulting the supporting public and private agencies in the development and implementation of affordable housing strategies;
- b. creating mechanisms through which residents are informed of programs leading to home ownership, and providing referral and other technical assistance services to help residents access such programs; and
- c. establishing cooperative means through which residents and SCHA management can collaborate on developing activities within public housing developments themselves that will aid residents in the pursuit of home ownership opportunities.

19.1.1.4 ECONOMIC SELF-SUFFICIENCY

The Housing Authority shall act to support the objectives of helping residents attain economic self-sufficiency by:

- a. providing information to aid residents in job searches, improving job readiness skills, and developing career planning abilities;
- b. networking with resident, professional and community organizations in a continuing effort to make supportive services available to residents (e.g. educational, child care, financial counseling, etc.) in order that they may effectively pursue activities that will lead to upward economic mobility;
- c. encouraging the formation of resident-owned businesses and cultivating resources to assist residents in developing entrepreneurial skills; and
- d. entering into agreement(s) with social service providers for support services that support resident self-sufficiency.

Agreements with social service providers will enable the Authority to provide a bridge to house persons who:

- are hard to house because of a mental, developmental or emotional handicap; or
- have special problems, such as persons who have been homeless or victims of domestic violence.

The SCHA may also enter into agreement(s) with social service providers for the operation of its community center(s).

All the provisions and procedures related to employees who are required to live in public housing would apply whenever SCHA would house persons from public or private agencies who would provide Resident-oriented services. The Resident-oriented services would include those services related to health, education, welfare, recreation, or employment that help meet Residents' needs.

19.1.2 EVALUATION AND AMENDMENT OF RESIDENT INITIATIVE PROGRAM

As existing program activities continue and new initiatives are developed, the following procedures will be utilized to evaluate their effectiveness:

- 1) regularly scheduled meetings will be held between SCHA staff and resident organizations to consider the effect of ongoing program activities as well as newly proposed undertakings. Resident feedback (comments, votes on proposals, petitions, resolutions, etc.) shall be used in making determinations about the future status of any program activity; and
- 2) regular meetings shall be conducted involving the Executive Director and other relevant SCHA staff to assess ongoing program activities and consider resident comments as well as other forms of input. Recommendations from SCHA management relative to the future status of program activity can be considered during these occasions.

In order to respond to new circumstances or unforeseen developments, the policies and procedures outlined in this document may be subject to change by the appropriate entities as conditions may warrant.

19.2 RESIDENT PARTICIPATION AND RESIDENT OPPORTUNITIES

As a community-based organization, the SCHA recognizes the importance of resident involvement in its public housing program in order to remain effective and influence other organizations and agencies in the area. Resident participation is the most powerful engine for economic lift in a housing community. Duly-elected resident organizations offer a democratic means for harnessing this energy and directing it toward activities that improve their neighborhoods and their lives. This is especially true of resident councils, resident management corporations, and resident organization.

The role and responsibilities outlined below are guided by the following principals:

- A Housing Authority shall officially recognize a duly elected resident council as the sole representative of the residents it purports to represent, and support its Resident participation activities.

- When requested by residents, SCHA shall provide appropriate guidance to residents to assist them in establishing and maintaining a resident council.
- SCHA may consult with residents, or resident councils (if they exist), to determine the extent to which residents desire to participate in activities involving their community, including the management of specific functions of a public housing development that may be mutually agreeable to the Housing Authority and the resident council/resident management corporation.
- SCHA shall provide the residents or any resident council with current information concerning the Housing Authority's policies on Resident participation in management.
- If requested, SCHA should provide a duly recognized resident council office space and meeting facilities, free of charge, preferably within the development it represents. If there is no community or rental space available, a request to approve a vacant unit, or units, for this non-dwelling use will be considered on a case-by-case basis.
- If requested, SCHA shall negotiate with the duly elected resident council on all uses of community space for meetings, recreation and social services and other resident participation activities pursuant to HUD guidelines. Such agreement shall be put into a written document to be signed by the Housing Authority and the resident council.
- In no event shall HUD or SCHA recognize a competing resident council once a duly elected resident council has been established. Any funding of resident activities and resident input into decisions concerning public housing operations shall be made only through the officially recognized resident council.
- SCHA shall ensure open communication and frequent meetings between Housing Authority management and resident councils and shall encourage the formation of a joint Housing Authority management-resident committees to work on issues and planning.
- SCHA and resident council shall put in writing in the form of a Memorandum of Understanding the elements of their partnership agreement and it shall be updated at least once every three (3) years.
- SCHA, in collaboration with the resident councils, shall assume the lead role for assuring maximum opportunities for skills training for public housing residents. To the extent possible, the training resources should be local to ensure maximum benefit and on-going access.

19.2.1 ROLE OF THE RESIDENT COUNCIL

The role of a resident council is to improve the quality of life and resident satisfaction and participate in self-help initiatives to enable residents to create a positive living environment for families living in public housing. Resident councils may actively participate through a working partnership with the SCHA to advise and assist in all aspects of public housing operations.

19.2.2 ROLE OF THE JURISDICTION-WIDE RESIDENT COUNCIL

(a) Jurisdiction-wide resident council: Resident councils may come together to form an organization which can represent the interest of residents residing in units under a SCHA's jurisdiction. This can be accomplished by the presidents of duly elected resident councils forming an organization, by resident councils electing a representative to the organization, or through jurisdiction-wide elections. If duly elected resident councils form such an organization, SCHA shall recognize it as the voice of authority-wide residents for input into housing authority policy making.

(b) Function: The jurisdiction-wide council may wish to advise the Board of Commissioners and Executive Director in all areas of SCHA operations, including but not limited to occupancy, general management, maintenance, security, resident training, resident employment, social services and modernization priorities.

(c) Cooperation with other groups: There shall be regularly scheduled meetings between SCHA and the local duly elected resident council, and the jurisdiction-wide resident council to discuss problems, plan activities and review progress.

19.2.3 RESIDENT COUNCIL REQUIREMENTS

A resident council shall consist of persons residing in public housing and must meet each of the following requirements in order to receive official recognition from the SCHA/HUD, and be eligible to receive funds for resident council activities, and stipends for officers for their related costs for volunteer work in public housing:

(a) It may represent residents residing:

- 1) In scattered site buildings;
- 2) In areas of contiguous row houses; or
- 3) In one or more contiguous buildings;
- 4) In a development; or
- 5) In a combination of these buildings or developments;

(b) It must adopt written procedures such as by-laws, or a constitution which provides for the election of residents to the governing board by the voting membership of the residents residing in public housing, described in paragraph (c) of this section, on a regular basis but at least once every three (3) years.

(c) The written procedures must provide for the recall of the resident board by the voting membership. These provisions shall allow for a petition or other expression of the voting membership's desire for a recall election, and set the number of percentage of voting

membership ("threshold") who must be in agreement in order to hold a recall election. This threshold shall not be less than 10 percent of the voting membership.

(d) It must have a democratically elected governing board that is elected by the voting membership. At a minimum, the governing board should consist of five (5) elected board members.

The voting membership must consist of heads of households (any age) and other residents at least 18 years of age or older and whose name appears on a lease for the unit in the public housing that the resident council represents.

19.2.4 RESIDENT COUNCIL PARTNERSHIPS

A resident council may form partnerships with outside organizations, provided that such relationships are complementary to the resident council in its duty to represent the residents, and provided that such outside organizations do not become the governing entity of the resident council.

19.2.5 RESIDENT MANAGEMENT CORPORATION REQUIREMENTS

A resident management corporation must consist of residents residing in public housing and have each of the following characteristics in order to receive official recognition by SCHA and HUD:

- a. It shall be a non-profit organization that is validly incorporated under the laws of Pennsylvania;
- b. It may be established by more than one resident council, so long as each such council:
 - i. Approves the establishment of the corporation; and
 - ii. Has representation on the Board of Directors of the corporation;
- c. It shall have an elected Board of Directors, and elections must be held at least once every three (3) years;
- d. Its by-laws shall require the Board of Directors to include resident representatives of each resident council involved in establishing the corporation; include qualifications to run for office, frequency of elections, procedures for recall, and term limits if desired.
- e. Its voting members shall be heads of households (any age) and other residents at least 18 years of age and whose name appears on the lease of a unit in the public housing represented by the resident management corporation;
- f. Where a resident council already exists for the development, or a portion of the development, the resident management corporation shall be approved by the

resident council board and a majority of the residents. If there is no resident council, a majority of the residents of the public housing development it will represent must approve the establishment of such a corporation for the purposes of managing the project; and

- g. It may serve as both the resident management corporation and the resident council, so long as the corporation meets the requirements of this part for a resident council.

19.2.6 ELIGIBILITY FOR RESIDENT COUNCIL MEMBERSHIP

(a) Any member of a public housing household whose name is on the lease of a unit in the public housing development and meets the requirements of the by-laws is eligible to be a member of a resident council. The resident council may establish additional criteria that are non-discriminatory and do not infringe on rights of other residents in the development. Such criteria must be stated in the by-laws or constitution as appropriate.

(b) The right to vote for resident council board shall be limited to designated heads of households (any age) and other members of the household who are 18 years or older whose name appears on the lease of a unit in the public housing development represented by the resident council.

(c) Any qualified voting member of a resident council who meets the requirements described in the by-laws and is in compliance with the lease may seek office and serve on the resident council governing board.

19.2.7 ELECTION PROCEDURES AND STANDARDS

At a minimum, a resident council may use local election boards/commissions. The resident council shall use an independent third party to oversee elections and recall procedures.

- a. Resident councils shall adhere to the following minimum standards regarding election procedures:
 - 1) All procedures must assure fair and frequent elections of resident council members at least once every three years for each member.
 - 2) Staggered terms for resident council governing board members and term limits shall be discretionary with the resident council.
 - 3) Each resident council shall adopt and issue election and recall procedures in their by-laws.
 - 4) The election procedures shall include qualifications to run for office, frequency of elections, procedures for recall, and term limits if desired.

- b. All voting members of the resident community must be given sufficient notice (at least 30 days) for nomination and election. The notice should include a description of election procedures, eligibility requirements, and dates of nominations and elections.
- c. If a resident council fails to satisfy HUD minimum standards for fair and frequent elections, or fails to follow its own election procedures as adopted, HUD shall require SCHA to withdraw recognition of the resident council and to withhold resident services funds as well as funds provided in conjunction with services rendered for resident participation in public housing.
- d. SCHA shall monitor the resident council election process and shall establish a procedure to appeal any adverse decision relating to failure to satisfy HUD minimum standards. Such appeal shall be submitted to a jointly selected third-party arbitrator at the local level. If costs are incurred by using a third-party arbitrator, then such costs should be paid from SCHA's resident services funds pursuant to the HUD regulations.

19.3 RESIDENT ADVISORY BOARD - PHA PLANS

Forming the Resident Advisory Board

Section 511 of the United States Housing Act and the regulations in 24 CFR Part 903 require that the SCHA establish one or more Resident Advisory Board(s) (RAB) as part of the Agency Plan process. RAB membership is to be comprised of individuals who reflect and represent the residents assisted by the SCHA. The role of the RAB is to assist the SCHA in developing the SCHA Plan and in making any significant amendment or modification to the Plan. The Resident Advisory Board (RAB) provides the SCHA and the residents with a forum for sharing information about the Agency's Annual Plan.

The main role of the RAB is to make recommendations in the development of the Agency Plan. In order to facilitate collaboration, SCHA will encourage the RAB's participation from the inception of the planning process. SCHA will also request input from the RAB for any significant amendment or modification to the Agency Plan.

The RAB will be appointed well in advance of the date that the Agency Plan is due to HUD to ensure effective resident participation in the development of the plan.

If a jurisdiction-wide resident council is in place that complies with tenant participation regulations at 24 CFR Part 964, SCHA will appoint this group or its representatives as the Resident Advisory Board. If there is no jurisdiction-wide resident council, then SCHA will appoint resident councils or their representatives to serve as one RAB. SCHA may request the resident councils choose a limited number of representatives to serve as RAB members.

Where there are no resident councils that comply with the tenant participation regulations, then the SCHA will appoint one RAB or board members as needed to

adequately reflect and represent the residents assisted by the SCHA. SCHA will give adequate notice of its intentions to the residents and encourage the residents to form resident councils that comply with the tenant participation regulations. SCHA has discretion in determining the method of appointment of the RAB, as long as the appointment process ensures that the RAB reflects and represents all the residents assisted by SCHA.

If the Section 8 Program is of significant size, where at least 20 percent of the total SCHA's households receive tenant-based assistance, SCHA will ensure that Section 8 residents are adequately represented or that reasonable efforts are made to secure their participation in the RAB.

There is no fixed term for membership on a RAB. SCHA has discretion to establish its own policy regarding the duration of the appointments.

If, after making all possible endeavors, SCHA is not successful in establishing a RAB, it may appoint all of the agency's assisted residents as members of the RAB. SCHA will notify all of its members that they have been appointed as members and inform them of their role and responsibilities regarding the development of the Agency Plan. SCHA will also provide residents with notification of meetings (at least 48 hours in advance) and provide copies of any materials for review.

19.3.1 ENCOURAGING PARTICIPATION IN THE RAB

SCHA will make a significant effort to ensure adequate resident representation in the Resident Advisory Board by encouraging:

- Residents who volunteer to be part of the RAB.
- Personal appeals by the Executive Director.
- By providing adequate information to all residents regarding the RAB.

19.3.2 SCHA'S RESPONSIBILITY TO THE RAB

It is SCHA's responsibility to ensure that the RAB can adequately serve its function including:

- SCHA will give the RAB sufficient time to review and make recommendations on the Plan, to ensure the RAB will be able to contribute best by providing adequate information regarding the SCHA's programs and the policies included in the Five-Year and Annual PHA Plan.
- SCHA will give RAB advance notice of meetings scheduled to discuss areas of the Plan (generally, at least 48 hours, or more depending on the meeting agenda).

- RAB will also be provided with any existing documents that would assist them to make productive recommendations during the working meetings.
- SCHA will provide the RAB with reasonable means to carry out their functions such as making available a meeting place for discussing programs with the residents. RAB will also have access to any other communication tools such as a telephone, writing material, or computers that may facilitate their contacts with other resident households or to obtain further information on the programs.

The role of the RAB is to assist and make recommendations regarding the development of the PHA Plan and any significant amendments or modifications to it. The RAB will be involved in the planning process as soon as it is feasible and be given sufficient time to fully participate in the process so that they can carry out their proper role and provide representation that is meaningful and relevant to the development of the Plan. The Housing Authority and the RAB will develop a reasonable timetable to promote participation, including adequate notice of meetings. To facilitate productive meetings, SCHA may do preliminary work prior to involving the RAB, such as gathering and compiling data and materials to help residents participate in the process, including some initial recommendations. SCHA will consider the recommendations of the RAB and make revisions to drafts or to the Plan it deems appropriate.

19.3.3 PUBLIC NOTICE AND COMMENT PERIOD REQUIREMENTS

The SCHA Board of Commissioners will convene a public hearing to discuss their Five-Year and/or Annual Plan and to prompt comments from the public regarding the proposed activities. The Housing Authority will consider, in consultation with the RAB, all the comments received at the public hearing.

SCHA is required to carry out the following steps at least forty-five (45) days prior to the scheduled public hearing:

- Publish a notice indicating that a public hearing to present the Plan and further public comments will be held including time, date and location. The notice will also indicate where the Plan and pertaining documents will be available for their review. The documents will be maintained at an accessible place such as the SCHA's management office.
- Conduct outreach activities to promote comprehensive participation in the public hearing.

Any significant amendment or modification to the plan is subject to the public hearing and RAB's assessment requirements.

19.3.4 INCORPORATING COMMENTS INTO THE PLAN

SCHA is required to consider the RAB's recommendations to the Plan but are not required to agree with them. The recommendations received will be submitted by the Housing Authority as a required attachment to the Plan. SCHA will also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. SCHA will acknowledge those recommendations that conform to the programs and the mission of the Housing Authority.

If the RAB does not provide recommendations to the Agency Plan, SCHA will document that in the attached narrative.

SCHA will provide an attachment to the Agency Plan listing the members of its Resident Advisory Board.

19.3.5 RAB NOTIFICATION OF PLAN PROCESS

To ensure that the RAB is fully engaged in the full plan process, SCHA will promptly provide a copy of the HUD award letter (identifying formula share allocations for Capital Fund and Drug Elimination Programs), plan approval letter and at least one copy of the approved plan to the RAB.

19.4 OTHER SPECIAL SITUATIONS

In an effort to increase housing options, respond to unmet housing needs, avoid vacancies, or make better use of the public housing inventory, the SCHA will consider the following situation in the occupancy of a public housing unit:

19.4.1 SHARED HOUSING

In order to qualify for shared housing, (occupancy of a public housing unit by more than one family) each family:

- would have to be eligible for the program and have a position on the waiting list;
- would have income and rent computed according to HUD regulations;
- would have its own lease;
- could leave or be evicted without affecting the other family's lease; and
- provide separate security deposits.

The SCHA will not require applicants or Residents to participate in a shared housing arrangement. However, SCHA will give preference to applicants on the waiting list who are willing to share in filling an opening left by the departure of one family from a shared housing arrangement.

SCHA will also adjust the Occupancy Standards for the number of bedrooms needed to give the families some private space.

In calculating each family's Resident rent, SCHA will prorate the utility allowance according to the number of bedrooms each family is expected to occupy.

If one family leaves the unit, the remaining family will be transferred to an appropriate size unit, or be permitted to find a replacement for the family that left.

The prorated utility allowance would become the total responsibility of the remaining family and would entitle the family to a rent adjustment until a replacement family could be found or a transfer arranged.

19.4.2 RESIDENT EMPLOYEES

Any employee of the SCHA who is required to live in a public housing development as a condition of their employment is not considered a public housing Resident and therefore is not subject to the same requirements nor do they have the same rights. In particular, they:

- do not have to qualify as a lower income family;
- are not subject to the SCHA's Resident selection procedures;
- do not have their rent calculated according to HUD regulations;
- are not subject to SCHA/HUD lease and grievance provisions; and
- would not be able to remain in public housing if their employment were terminated.

SCHA will charge employees who are required to live in public housing as a condition of their job some reasonable rent.

Dwelling units, which are used to house SCHA employees, will be excluded from total unit months available for occupancy for purposes of calculating operating subsidy under the Performance Funding System (PFS). The full amount of any rent the employees pay will be included in the projections of other income.

The Housing Authority will get HUD approval prior to housing any SCHA employee as a condition of employment in any public housing dwelling unit at the appropriate time.

Public housing applicants who work or expect to work for the SCHA are subject to the same admission requirements as other applicants and will not be given a selection preference based on their willingness to work for the Authority.

Public housing Residents who work for the SCHA are subject to all the occupancy requirements and have all the same rights and responsibilities as other public housing Residents and the work they do for the Authority will not be a condition of their tenancy. Any amounts they receive for their employment will be counted as income in computing their rent in accordance with HUD regulations.

19.4.3 DISASTER VICTIMS

Disaster victims who would NOT qualify for public housing may be housed in vacant public housing units as temporary shelters only for the duration of the emergency and does not constitute an admission. Disaster victims who would qualify are subject to rules and regulations contained in Section 2: Eligibility and Admission.

The SCHA would coordinate its efforts with the Federal Emergency Management Agency and/or with state and local emergency organizations and private relief organizations such as the Red Cross.

CHAPTER 20. FAMILY SELF-SUFFICIENCY PROGRAM

20.1 GENERAL POLICY STATEMENT

The Family Self-Sufficiency Program (FSSP) is a voluntary program, administered by the Housing Authority of Schuylkill County was developed to provide a coordinated approach to the delivery of supportive services and housing assistance to Public Housing residents and Housing Choice Voucher program participants in order to facilitate the efforts of participating families to achieve economic independence and self-sufficiency.

The FSSP's major objective is:

To promote the development of local strategies that coordinate the use of housing assistance under the Public Housing and Housing Choice Voucher programs with public and private resources; and

To reduce the dependency of families on welfare assistance on section 8 assistance or any Federal, State or local rental or home ownership subsidies.

SCHA works in collaboration with a Program Coordinating Committee (PCC) to secure commitments of public and private resources for the operation of the FSS program, to develop SCHA's FSS Action Plan (the FSS policy framework), and to implement the program.

Under the FSS program, assisted families are provided opportunities for education, job training, counseling, and other forms of social service assistance while living in assisted housing, so that they may obtain the education, employment, and business and social skill necessary to achieve self-sufficiency.

The policies and procedures for families selected to participate in the FSSP are described in more detail in SCHA's Family Self-Sufficiency Action Plan. This Section specifically highlights the policy and procedures attributable to public housing tenants who choose to participate in the FSSP.

20.2 PARTICIPANT SELECTION

Any current family who is a resident of Public Housing can be selected for the program without regard to race, creed, religion, sex, age, disability, actual or perceived sexual orientation, gender identity or marital status, and national origin. All FSS selection procedures will be pursuant to the restrictions set for in the Family Self-Sufficiency Program 984.203

To recruit participants for the FSS Program, the Housing Authority will market the program to all current Public Housing participants. During the annual recertification process, each Public Housing participant will be asked if they are interested in learning more about the FSS Program. There will be a question on the Annual Recertification

Questionnaire that asks Public Housing resident if they want to know more about FSS. The Property Manager will have a supply of FSS Interest forms to hand out to interested participants. Public Housing participants will receive FSS information in each briefing packet and, when possible, the Property Manager will make presentations at all group-briefing meetings and Resident meetings.

The Housing Authority will screen families for interest and motivation to participate in the FSS Program as follows:

1. Any Public Housing participant may complete an FSS Interest Form. Property Manager is provided with FSS brochure/interest forms and supplies a form to any tenant that shows an interest in FSS on their annual recertification form. All forms are date and time stamped when received by the Housing Authority.
2. All families who have submitted an FSS Interest Form will receive an assessment form to be completed prior to enrollment appointment. Once assessment is received from interested families, an enrollment appointment will be scheduled providing an in depth outline of the FSS Program and answer questions from the participants.
3. After the briefing session, those families interested in participating in the FSS Program must complete an FSS Request for Participation Form.
4. Families will be selected to enter the program based on the date and time the assessment has been received.
5. The Property Manager will schedule enrollment appointments for participants at the top of the waiting list.
6. Families who are selected to enter the FSS program will be required to sign a contract of participation. The contract of participation is a 5 year contract.
7. The Property Manager will handle the participant's intake and needs assessment, will develop the family's training and service plan and monitor the family's progress through the achievement of all set goals and self-sufficiency.

Property Managers will complete interims in accordance with SCHAs Public Housing program for enrollments where participant's current certification exceeds 120 days or if tenant reports any adjustments in income, assets, or family composition.

20.3 CONTRACT OF PARTICIPATION

Once an eligible family is selected to participate in the program, SCHA, and the head of each participating family execute a FSS Contract of Participation that specifies the rights and responsibilities of both parties. The term of the FSS contract is generally 5 years, but it may be extended for another 2 years by SCHA for good cause.

The FSS contract requires that the family comply with the lease, that all FSS family members (not just family members who elected to participate in FSS) are welfare-free for the 12 consecutive months before the FSS contract is completed, and that the head of the FSS family (the same as the head of household for rent and income eligibility purposes) seek and maintain suitable employment.

Noncompliance with the FSS contract without good cause may result in termination from the FSS program, or withholding or termination of supportive services. Termination (or exit) from the FSS program may not result in termination of the family's public housing.

The FSS contract also incorporates the family's individual training and services plan (ITSP). The ITSP is the document that records the plan for the family. That is, the series of intermediate and long-term goals and the steps the family needs to take – and the services and resources they may need to access – to achieve those goals.

Some of the services coordinated through the program include: child care, transportation, education, job training, employment counseling, financial literacy, and homeownership counseling, among others. Services are generally not provided by the SCHA, but rather outsourced to service providers in the community.

20.4 FSSP ESCROW

During the term of the Contract of Participation, the Authority will establish an FSSP escrow account for each participating family. The amount credited to the escrow account will be calculated by the Authority using an escrow account credit worksheet specified by HUD. The amount of the escrow account credit is only based on increases in earned income since execution of the Contract of Participation.

The Housing Authority may make a portion of the escrow account available to the family during the term of the contract if the Authority determines that the family has fulfilled certain interim goals established in the contract and requires a portion of the FSS escrow account funds for purposes consistent with the contract of participation.

Generally, the family will receive all the funds in the FSS escrow account when the family has fulfilled all of its FSS obligations under the contract *on or before the*

expiration of the contract (including the obligation to be welfare-free for the 12 consecutive months before the FSS contract is completed) and the head of the family certifies (on or before the FSS contract expiration date) that no family member is a recipient of welfare assistance.

20.5 FSSP TERMINATION POLICIES

Noncompliance with the FSS contract without good cause may result in termination from the FSS program, or withholding or termination of supportive services. Termination (or exit) from the FSS program may not result in termination of the family's rental.

If the designated head of the FSSP family is different than the head of household for the Public Housing Program, and if the head of the FSSP family fails to meet the obligations agreed to in the Contract of Participation, it will still be considered grounds for termination of assistance for the entire family.

Committing fraud (i.e. unreported income) is grounds for termination from the Public Housing Program and the FSS Program. SCHA will not credit the family escrow account with any portion of the back rent)

For FSS participating families who have failed to fulfill their Contract of Participation, the following steps will be taken prior to terminating supportive service:

A meeting will be held with all participating family members;

The individual action plans of one or more participating family member(s) who are failing to meet the goals agreed upon and established in the Contract of Participation may be redesigned;

Written notification that their supportive services may be terminated for failure to comply with first amendment to original Contract of Participation. A second private conference will be scheduled to discuss family status, and difficulties with individual service plans. A second redesign of the Plan will be completed with each participation family member.

If the FSS family does not meet the goals agreed upon after two amendments to their original contract and service plan, and show little or no interest in attaining self-sufficiency, a review by the program Coordinating Committee will be conducted prior to termination from the FSS program.

The Authority will carefully review all the circumstances of the noncompliance to determine the most appropriate remedy.

The rights of terminated FSSP families for a hearing are specified in the appropriate section of the Administrative Plan and are also addressed in the Action Plan.

CHAPTER 21 PROGRAM ADMINISTRATION

21.1 ESTABLISHING FLAT RENTS [24 CFR 960.253(B)]

OVERVIEW

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

ESTABLISHING FLAT RENTS

Flat rents for public housing units are based on the market rent charged for comparable units in the private unassisted rental market. The flat rent should be equal to the estimated rent for which the Housing Authority could promptly lease the public housing unit after preparation for occupancy.

The Housing Authority will use a reasonable method to determine flat rents. In determining flat rents, Housing Authority will consider the following:

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

REVIEW OF FLAT RENTS

The Housing Authority will ensure that flat rents continue to mirror market rent values [24 CFR 960.253(b)], as follows:

The Housing Authority will review flat rents on an annual basis, and adjust them as necessary to ensure that flat rents continue to mirror market rent values.

The Housing Authority uses the guidelines found in the 2014 Appropriations Act in determining the Public Housing Flat Rent schedule.

Flat Rent amounts shall be based on the requirement that they not be less than 80% of the published Fair Market Rent.

In achieving the 80% target, the Agency will not increase the amount in excess of 35% of the Authority's existing Flat Rent schedule during any year.

After adoption of this policy:

Any family selecting or changing to Flat Rent from Income-Based Rent will be subject to the full Flat Rent Rate of the established Flat Rent Schedule at the time of the change.

Families that are paying Flat Rent at the time of this policy adoption will be subject to rate changes at Flat Rent and/or Annual Reexaminations.

These changes may be an increase to the full established rate or phased increases as allowed by the Act.

POSTING OF FLAT RENTS

The Housing Authority will publicly post the schedule of flat rents in a conspicuous manner in the applicable Housing Authority or project office.

The Housing Authority will maintain records that document the method used to determine flat rents, and that show how flat rents were determined in accordance with this method and the HUD regulations at 24 CFR 960.253(b)(5).

21.2 SETTING UTILITY ALLOWANCES [24 CFR 965 SUBPART E]

OVERVIEW

The Schuylkill County Housing Authority is required to establish allowances for SCHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)].

The Housing Authority must also establish surcharges for excess consumption of SCHA-furnished utilities [24 CFR 965.506].

SCHA will maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record will be made available for inspection by residents [24 CFR 965.502(b)].

UTILITY ALLOWANCES

SCHA will establish separate allowances for each utility and for each category of dwelling units the Authority determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

The objective in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505].

Utilities include gas, electricity, fuel for heating, water, sewerage, and solid waste

disposal for a dwelling unit. In addition, if SCHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505]. Costs for telephone, cable/satellite TV, and internet services are not considered utilities.

Utility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage.

Air-Conditioning: If SCHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible.” [24 CFR 965.505(e)].

Utility Allowance Revisions [24 CFR 965.507]

SCHA will review at least annually the basis on which utility allowances have been established and revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505.

SCHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes will be retroactive to the

first day of the month following the month in which the last rate change taken into account became effective.

Between annual reviews of utility allowances, SCHA will only revise its utility allowances due to a rate change, when required to by the regulation.

SURCHARGES FOR PHA-FURNISHED UTILITIES [24 CFR 965.506]

For dwelling units subject to allowances for SCHA-furnished utilities where check meters have been installed, the Housing Authority will establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and will be based on the PHA's average utility rate. The basis for calculating the surcharges will be described in SCHA's schedule of allowances. Changes in the amount of surcharges based directly on changes in the Authority's average utility rate are not subject to the advance notice requirements.

For dwelling units served by SCHA-furnished utilities where check meters have not been installed, the Housing Authority will establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of SCHA-furnished equipment. The surcharge schedule must state the resident-owned equipment (or functions of SCHA-furnished equipment) for which surcharges will be made and the amounts of such charges. Surcharges will be based on the cost to SCHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

NOTICE REQUIREMENTS [965.502]

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

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify residents of the place where the Housing Authority's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

REASONABLE ACCOMMODATION [24 CFR 965.508]

On request from a family that includes a disabled or elderly person, SCHA will approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family.

Likewise, residents with disabilities 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.

21.3 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

PURPOSE AND APPLICABILITY

Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth SCHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by SCHA of all its federally subsidized public housing and Section 8 rental assistance programs under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*).

GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance, including training of appropriate staff managing SCHA properties, with all applicable legal requirements imposed by VAWA;
- B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by SCHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;
- D. Cooperating, with others, in formation and maintenance of collaborative arrangements between SCHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by SCHA; and
- E. Responding in accordance with SCHA policies and procedures to incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by SCHA.

DEFINITIONS AS USED IN THE VIOLENCE AGAINST WOMEN ACT

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

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

Dating Violence: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and the existence of such a relationship is determined based on the following factors: length of the relationship, type of relationship, and frequency of interaction between the persons involved in the relationship

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

Sexual Assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Affiliated Individual:

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

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

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

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

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

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

Notwithstanding the foregoing, SCHA may exercise its authority to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Further, SCHA retains its authority to terminate the tenancy of any tenant if SCHA concludes that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance. VAWA does not limit SCHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

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

- Requested or consented to by the individual in writing;
- Required for use in an eviction proceeding; or
- Otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SCHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

NOTIFICATION TO APPLICANTS AND TENANTS REGARDING PROTECTIONS UNDER VAWA

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

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

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

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

- A statement of the protection against denial provided by VAWA;
- A description of SCHA confidentiality requirements; and
- A request that an applicant/head of household wishing to claim this protection submit to SCHA documentation meeting the specifications outlined in this ACOP with a request for an informal hearing or grievance hearing, whichever is applicable.

VICTIM DOCUMENTATION – DENIALS AND TERMINATIONS

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, stalking, or sexual assault must provide documentation:

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

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

SCHA will require a completed HUD Form 91066 and one of the following for certification of a claim:

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

Individuals or families claiming that they are a victim of domestic violence, dating violence or stalking may obtain a HUD Form 91066 from designated SCHA locations.

TIME FRAME FOR SUBMITTING DOCUMENTATION—APPLICANT

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

TIME FRAME FOR SUBMITTING DOCUMENTATION—TENANT

The tenant must submit the required certification and supporting documentation to SCHA within fourteen (14) business days after SCHA issues the Notice of Lease Termination. The 14-day deadline may be extended at SCHA's discretion. If the individual does not

provide the required certification and supporting documentation within fourteen (14) business days, or within the approved extension period, SCHA may proceed with denial or termination of assistance.

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

PERPETRATOR DOCUMENTATION

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

- A signed statement requesting that the perpetrator be removed from the application or household and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit; or
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

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

TERMINATING TENANCY OF A DOMESTIC VIOLENCE OFFENDER

This section does not provide protection for perpetrators of domestic violence, dating violence or stalking. SCHA may terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, State, or other Federal law to the contrary. However, if SCHA chooses to exercise this authority, SCHA will follow any procedures prescribed by HUD or by applicable local, State, or Federal law regarding termination of assistance. When the actions of a participant or other family member result in a decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, SCHA will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, SCHA may bifurcate a lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly related to domestic violence, dating violence, sexual

assault, and stalking against a victim or affiliated individual. If the victim does not provide the certification and supporting documentation, as required, SCHA will proceed with termination of the family's assistance.

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

21.4 PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

OVERVIEW

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

PHAS INDICATORS [24 CFR 902 SUBPARTS A, B, C, D, AND E]

The following is a list of each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. A PHA's performance is based on a combination of all four indicators.

Indicator 1: Physical condition of the PHA's projects

Maximum Score: 40

- The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair.
- To determine the physical condition of a PHA's projects, inspections are performed of the following five major areas of each public housing project: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in each project in the PHA's public housing portfolio.

Indicator 2: Financial condition of the PHA's projects

Maximum Score: 25

- The objective of this indicator is to measure the financial condition of the PHA's public housing projects for the purpose of evaluating whether the PHA has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.
- A PHA's financial condition is determined by measuring each public housing project's performance in each of the following sub-indicators: quick ratio, months expendable net assets ratio, and debt service coverage ratio.

Indicator 3: Management operations of the PHA's projects

Maximum Score: 25

- The objective of this indicator is to measure certain key management operations and responsibilities of a PHA's projects for the purpose of assessing the PHA's management operations capabilities.
- Each project's management operations are assessed based on the following sub- indicators: occupancy, tenant accounts receivable, and accounts payable.
- An on-site management review may be conducted as a diagnostic and feedback tool for problem performance areas, and for compliance. Management reviews are not scored.

Indicator 4: Capital Fund**Maximum Score: 10**

- The objective of this indicator is to measure how long it takes the PHA to obligate capital funds and to occupy units.
- The PHA's score for this indicator is measured at the PHA level and is based on the following sub-indicators: timeliness of fund obligation and occupancy rate.

PHAS SCORING [24 CFR 902 SUBPART F]

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the sub-indicators under each indicator. The PHA's indicator scores are based on a weighted average of the PHA's public housing projects' scores. PHAS scores translate into a designation for each PHA as high performing, standard, substandard, or troubled.

A high performer is a PHA that achieves an overall PHAS score of 90 or greater, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.

A standard performer is a PHA that has an overall PHAS score between 60 and 89, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.

A substandard performer is a PHA that has an overall PHAS score of at least 60 percent and achieves a score of less than 60 percent under one or more of the physical, financial, or management indicators.

A troubled performer is a PHA that achieves an overall PHAS score of less than 60, or achieves less than 50 percent of the total points available under the capital fund indicator. These designations can affect a PHA in several ways:

- High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].

- PHAs that are standard performers may be required to submit and operate under a corrective action plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)(1)].
- PHAs that are substandard performers will be required to submit and operate under a corrective action plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)(2)].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].

PHAs that fail to execute or meet MOA requirements may be referred to the Assistant Secretary to determine remedial actions, including, but not limited to, remedies available for substantial default [24 CFR 902.75(g) and 24 CFR Part 907].

PHAs must post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and designation [24 CFR 902.64(b)(2)].

21.5 COLLECTION POLICY

1. All rent and charges owed to the SCHA by residents in SCHA managed properties shall be paid on or before the 10th day of the month. All lease documents shall contain language to insure prompt payment of rent and charges owed on or before the 10th day of the month.
2. All tenants failing to pay rent and charges owed to the SCHA by the 10th day of the month shall be charged an Administrative (Late Payment) Fee. All lease documents shall contain language explaining amount and application of Administrative (Late Payment) Fee.
3. All tenants failing to pay rent and charges owed to the SCHA by the 10th day of the month shall be subject to eviction in accordance with Pennsylvania Landlord Tenant Act. Tenants in SCHA managed public housing developments are entitled to grievance hearing(s) as required by the Department of Housing and Urban Development. All lease documents shall contain language explaining the procedure for the Landlord Termination of the lease agreement.
4. Tenants who for three (3) months during any twelve-month period have been subjected to Administrative Fee (late payment) penalties shall be construed to be a repeated violator of material terms of the Lease. The SCHA will set up a conference with the adult members of the household to discuss the delinquency of their rent payments. **If** all parties are in agreement and mutually consent to a probationary period for a six (6)

month term indicating they will not be late with the rental payment within this time period, the SCHA will not proceed at that time with eviction proceedings. In the event the Tenant does not comply, the SCHA will proceed with eviction action pursuant to applicable laws and regulations.

5. The SCHA provides, at their discretion, an opportunity for families who owe money to the SCHA to enter into a repayment agreement and continue participation in the public housing program. The terms and application of repayment agreements shall be defined in the SCHA Admissions and Occupancy Policy.
6. All tenants who have been determined to be in violation of the rent payment provisions of their lease shall receive a Lease Termination Notice as provided by their lease agreement. Lease Termination Notice shall be provided to tenants in accordance with provisions of the Pennsylvania Landlord Tenant Act.
7. Tenants in SCHA managed public housing developments shall be afforded the opportunity to request a hearing in accordance with the provisions of their lease and the SCHA Grievance Procedure. The tenant and the SCHA may mutually agree to resolve this dispute in a manner that is beneficial to both parties.
8. In those instances where the Tenant does not request a hearing, in accordance with the SCHA Grievance Procedure, or fails to contact the SCHA within the time period specified in their Lease Termination Notice the SCHA shall file the appropriate documentation with the District Magistrate. The SCHA shall request possession of the Tenant occupied unit and judgment for any funds owed the SCHA.
9. In the event a Tenant abandons a unit without appropriate notice, the SCHA will request a hearing with the District Magistrate for the purpose of obtaining possession of unit and requesting judgment for any outstanding balances.
10. The SCHA will provide evidence to the District Magistrate to support Eviction action and to support any funds owed the SCHA at hearing established by District Magistrate. Funds owed the SCHA shall include any costs charged by the District Magistrate.
11. After Tenant has vacated the unit, the SCHA shall inspect the unit to determine if any additional costs will be incurred to return the unit to the condition that it was originally given to the Tenant. The Tenant has the right to be present for this inspection. At the completion of any required repairs, a detailed listing of costs incurred to repair unit shall be prepared by the Maintenance Department. This record shall include any contractor invoices

and work orders generated by the SCHA to document work and shall be forwarded to the Project Manager.

12. The Project Manager shall file the appropriate documentation with the District Magistrate to amend judgment entered against Tenant to include any cost incurred to repair the unit.
13. The SCHA will send Tenant a certified letter along with a move-out statement of their charges requesting payment in full within 30 days of receipt of the letter and statement. If Tenant refuses to respond to the first letter, a second letter will be mailed after 30 days requesting payment in full within 10 days. In the event the Tenant refuses to respond to the second letter, a third letter will be mailed requesting payment and informing the Tenant that if no response to this letter is made to the Project Manager within 10 days, their account will be turned over to the District Magistrate for judgment and collection.
14. Once each year, the SCHA shall discharge bad debts to meet requirements of HUD and Generally Accepted Accounting Principles. This task will be done solely to meet accounting requirements; the SCHA shall make every effort to collect any outstanding debts incurred by Tenants within time limits established by statutes of the Commonwealth of Pennsylvania.
15. Any judgments for an outstanding debt in excess of \$1,000 shall be recorded at the Schuylkill County Court House after a judgment has been received at the local District Magistrate level.
16. A record of all bad debts is to be maintained in a central location by the SCHA. A file shall be created for each bad debt account that shall include, at a minimum, copy of last lease executed with Tenant, copies of all Eviction notices, Tenant letters, and related documentation of all maintenance related charges. The original file is to be maintained in the Tenant file stored at the location of unit. Files for Tenants owing debt to the SCHA are not to be destroyed. Once the outstanding debt has been satisfied the record may be destroyed in accordance with the Department of Housing and Urban Development's Record Retention Policy.
17. In addition to keeping a Bad Debt File, the bad debt information will be entered into the Bad Debt Tracking Log annually. As part of our application intake process, the Occupancy Department will verify whether or not the new applicant owes the SCHA money. All monies owed to the SCHA must be paid before applicants can be determined eligible for housing. The Occupancy Department will verify through the Department of Housing and Urban Development Multifamily Tenant Characteristic System (MTCS) if the applicant previously received housing through a public housing or Section 8 program. If prior assistance was provided, the prior PHA will be contacted to

determine if the applicant has an outstanding balance owed.

18. When an individual or family applies for rental or housing assistance the bad debt record is to be checked to determine if any outstanding funds are owed. Applicants may not be offered rental or housing assistance until all outstanding debt is paid.
19. In the event a Tenant moves out of a unit after providing proper notice and the SCHA determines that charges are owed totaling less than \$500.00, these charges and the supporting documentation will be entered into the bad debt record but the SCHA will not file a request with the District Magistrate for judgment against the Tenant.
20. In the event a Tenant moves out of a unit and owes in excess of \$500.00, a request will be filed with the District Magistrate for judgment against the Tenant after the proper procedures have been followed in accordance with Item #13.
21. For the Section 8 program the SCHA will follow the appropriate procedures established in the Lease and Administrative Plan to terminate a Tenant's rental assistance. All outstanding debts are to be entered into the bad debt record. The SCHA shall request a hearing with the District Magistrate for the purpose of securing a judgment against the Tenant if the amount of the debt is over \$500.00 after the proper procedures have been followed in accordance with Item #13.

MAGISTERIAL FILING COSTS

Listed below are the filing costs for judgments at the magisterial level:

\$0 - \$500	\$54.50
\$501 - \$2,000	\$67.50
\$2,001 - \$4,000	\$81.00
44,001 - \$8,000	\$114.50

If the Housing Authority has to file the judgment at the Prothonotary's Office, the cost would be \$19.00 if the judgment amount is under \$8,000.

21.6 NO SMOKING WHILE ON OXYGEN POLICY

This policy, No Smoking While on Oxygen, has been established to protect all residents residing in properties owned and operated by the Schuylkill County Housing Authority, as well as to protect said properties.

Smoking is NOT permitted in any apartment where there is oxygen equipment. This applies to any area near or around your apartment, including your balcony.

Please be aware that it does not matter if the oxygen tank is turned on or off, NO SMOKING, is Permitted. This rule applies to all residents, as well as any visitors.

Establishment of this policy is for the safety of the residents and guests. Any violation of this policy will result in immediate eviction proceedings.

21.7 BANNING AND TRESPASS POLICY

SECTION I. GENERAL BANNING POLICY

The purpose of the Authority's Banning and Trespass Policy is to provide safe, sanitary, residential accommodations for persons of low and moderate income. Persons residing in Housing Authority property are entitled to the quiet and peaceful enjoyment of their property.

In order to promote and implement this purpose, the Authority is authorized and empowered to adopt rules and regulations pertaining to the safe, quiet and peaceful enjoyment of the property by the residents who live there. Any resident who breaches the provisions of his or her lease may be evicted, and any person invited or un-invited who breaks the law on Housing Authority property or conducts oneself in such a manner so as to threaten or impair the safety of residents or staff or disturbs their peaceful and quiet enjoyment of Authority property by residents' guests or staff will be barred from Authority property.

SECTION II. BANNING CONDUCT FOR RESIDENTS

Residents and guests may be banned from all Schuylkill County Housing Authority property, except their units and immediate area, pending lease termination if any of the following are found to be applicable to the resident through an official hearing process: 1) resident has engaged in drug-related or criminal activity on or off the premises and 2) resident acts in a manner so as to threaten or disturb the safety and well-being of police, staff, residents and others.

SECTION III. BANNING CONDUCT FOR NON RESIDENTS

A non-resident, non-registered guest or unauthorized guest (i.e. one who is not listed on any lease held by the Authority and has no legitimate business on Authority property), may be banned for: 1) suspicion of criminal activity, including drug trafficking, drug use and/or possession, damaging Authority property or 2) loitering in common areas or on other Authority property; or 3) acting as a lookout or facilitator for drug-related or any criminal activity; or 4) consumption of alcoholic beverages on Authority property in violation of local ordinances; or 5) obstructing or interfering with police or Authority staff in the performance of their duties; or 6) acting in a manner so as to disturb the safety and well-being of residents, staff, police and others.

These conditions apply to legitimate guests of residents as well, with the added condition

that no guests who have been arrested, charged or convicted for serious criminal or drug-related activities on Authority property in the past three (3) years are permitted to be on any Authority property, even as a legitimate guest of the resident.

SECTION IV. DURATION OF BAN

Any person who is arrested and convicted of an act classified under Pennsylvania law as murder of any degree shall be barred for life from entry upon any property of the Schuylkill County Housing Authority.

All persons banned from Authority property will be banned for a period of three (3) years and will be re-evaluated at that time regarding the option to extend or remove the ban.

SECTION V. BANNING NOTICE

Once the alleged act is reported to the Executive Director and approved for official banning, staff will issue a banning notice in an official letter listing the following to the extent known: 1) the full name and address of the offender; 2) the date the letter is given to the banned offender; 3) the resident/non-resident status of the individual; 4) the development or location on which the incident occurred; 5) signature of the officer or staff person banning the individual; 6) length of the ban; 7) the reason for the banning notice; 8) description of the individual, including birthdate, social security number, driver's license or other identification {if available}; and 9) appeal process as may be appropriate for tenant.

SECTION VI. SERVICE OF NOTICE

The ban notice shall be mailed to the offender at his or her last known address by certified mail, return receipt requested.

If the certified mail is returned to the Authority as unclaimed or refused, the notice shall again be sent to the offender at his or her last known address by regular mail, accompanied by a Certificate of Mailing and shall be considered served by mailing.

Service shall be complete upon receipt of the certified mail return receipt, or upon the mailing of the subsequent regular mail.

The certified mail receipt card and Certificate of Mailing shall be attached to the Authority's copy of the ban notice.

A copy of the ban notice shall also be sent to the appropriate municipal Police Department.

SECTION VII. APPEAL

Any offender receiving a ban notice shall have the privilege of appealing the issuance of the ban notice to the Executive Director of the Authority.

The appeal must be filed in writing and state the specific reason or reasons why the offender believes he/she should not be banned from Authority property.

The Executive Director will meet with Management and set a hearing date with the offender within twenty (20) days of the receipt of the appeal and notify the offender of the same.

All appeals shall take place during regular business hours of the Authority and be held in the board room of the Authority offices at 245 Parkway, Schuylkill Haven , Pennsylvania 17972.

The appeal hearing will be held with a staff person from another Department of the Authority or a hearing officer who is a neutral party to render decision on the Banning Notice.

Failure of the offender to appear shall automatically be grounds for dismissal of the appeal.

If the banning notice is over turned the Authority will notify the appropriate municipal Police Department and remove their name from the Banning List.

SECTION VIII. BANNING LOG

- The Authority shall maintain a log of all persons banned from Authority property.
- The log shall show the date of the ban and the date the ban expires.
- The log shall be updated and reviewed on a quarterly basis.
- In addition to the ban log, the Authority shall maintain a file with all ban notices and mail receipts.
- The ban log shall be available for Resident view and inspection in the management office of each residential development owned or managed by the Authority.

SECTION IX. VIOLATION

Any person violating the provisions of this Banning policy shall be immediately reported to the appropriate law enforcement agency for arrest and prosecution under 18 Pa.C.S.A. §3503, or eviction in the case of a tenant violating policy.

SECTION X. REMOVAL FROM BANNING LIST

The Authority will review the banning list on a quarterly basis. The ban shall remain in effect for three (3) years until such time the appropriate Authority personnel lift the official banning notice. Banning an individual from Authority property is based on the discretion of the Authority with a three {3} year minimum time frame *from the date* of the last

offence.

An individual may be banned permanently from Authority property if: 1) individual has ever been convicted of manufacturing or producing methamphetamine or 2) individual is a subject to a lifetime registration under a State sex offender registration program or 3) individual has threatened an employee of the Authority or 4) individual plays a role in harboring a fugitive or parolee.

The offender will be notified by Certified mail when they are removed from the ban list. This notice will be sent to the last known address of the individual responsible of the banned individual to provide written notice to the Authority of any address change.

APPENDIX

APPENDIX A

REASONABLE ACCOMMODATION

[Housing Authority Letterhead]

**NOTICE TO ALL APPLICANTS/RESIDENTS/PARTICIPANTS
REQUEST FOR A REASONABLE ACCOMMODATION**

If you need:

- a change in our policies or procedures
- a repair or change in your apartment
- a repair or change to some other part of the property
- a change in the way we communicate with you

because of a disability, you can ask for a change, which is called a "reasonable accommodation".

If your request is reasonable, if it is not too expensive, and if it is not too difficult to arrange, the Authority will try to make the changes you need.

The Authority will make a decision within thirty (30) days, unless you agree to an extension of time. The Authority will let you know if more information or verification is needed from you, or if a meeting is necessary to discuss your request and needs.

If the Authority denies your request, an explanation will be provided in writing, and you will have the opportunity to provide additional information.

If you need help in using the form or if you want to give us your request in another way, please let us know.

You may contact (name) _____, 504 Coordinator at (voice) _____ or (TDD) _____.

REQUEST FOR A REASONABLE ACCOMMODATION

The following member of my household has a disability:

Please provide this reasonable accommodation:

I need this reasonable accommodation because:

Date:

Name:

Address:

Telephone:

[Housing Authority Letterhead]

REQUEST FOR INFORMATION OF VERIFICATION

Date:

To:

Dear Applicant or Resident/Participant:

We have received your Request for a Reasonable Accommodation. We need to know more about (issue, simply and clearly stated) before we can decide.

We need to know more about your request because (reason, simply and clearly stated).

You can give us more information by (acceptable methods of verification). If this is a problem for you, other ways of providing the information may also be acceptable.

We will not make a decision until we have this new information.

If you think that you have given us this information or if you think that we should not ask for this information, please call _____, 504 Coordinator at (voice) _____ or (TDD) _____. Please call if you have any other questions.

[closing and signature]

(Housing Authority Letterhead)

REQUEST FOR A MEETING

Date:

To:

Dear Applicant or Resident/Participant:

We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to help you to this meeting.

We would like to meet on (date, time, place). If you cannot come at that time, please call _____ at (voice) _____ or (TDD) _____.

We will talk about (describe issue, simply and clearly) at this meeting.

Please come ready to talk to us about the changes you want. Please bring copies of any information that you would like to give us that may be helpful to us in making our decision on your request.

We look forward to meeting with you.

[closing and signature]

[Housing Authority Letterhead]

APPROVAL OF REQUEST FOR A REASONABLE ACCOMMODATION

Date:

To:

Dear Applicant or Resident/Participant:

We have approved your request for the following change or reasonable accommodation (description):

We can provide you with this accommodation by (date).

OR

To make the change you requested, we must have three bids and then arrange installation. This is why we are not able to provide you with the accommodation immediately.

OR SOME OTHER APPROPRIATE EXPLANATION

Please call us at (our phone number) if you have any question.

If you think this change or reasonable accommodation is not what you requested, if it is not acceptable to you, or if you object to the amount of time it will take to provide it, you may request an informal hearing by (describe procedure).

[closing and signature]

[Housing Authority Letterhead]

DENIAL OF REQUEST FOR REASONABLE ACCOMMODATION

Date:

To:

Dear Applicant or Resident/Participant:

You requested the following change or accommodation: (describe request). We have attached a copy of your request form. We have **denied** your request because:

You do not meet the definition of an individual with handicaps; therefore we are not required to provide the requested accommodation.

We think the accommodation you requested is not reasonable because we have decided:

You do not need this accommodation in order to enjoy or participate equally in our housing.

If will cost too much money.

If will create undue financial and administrative burdens for the Authority.

It will change the fundamental nature of our program.

We have decided this because (give reasons, in clear and simple language).

We relied on these facts to deny your request (give facts, in clear and simple language).

To make this decision we (indicate what documents or records were reviewed, tell which people were spoken to, describe other aspects of the investigative process).

If you disagree with our decision, you may request an informal hearing by (describe procedure).

[closing and signature]

APPENDIX B

SAMPLE MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN THE HOUSING AUTHORITY AND THE RESIDENT COUNCIL/RESIDENT MANAGEMENT CORPORATION

The Schuylkill County Housing Authority (SCHA), in keeping with the guidelines (24 CFR 964) established by the U. S. Department of Housing and Urban Development (HUD) enters into this Memorandum Of Understanding with the Resident Council (RC) /Resident Management Corporation (RMC), the officially recognized, sole representative of the residents of the _____ public housing development (insert project number).

The role of the RC/RMC is to improve the quality of life and resident satisfaction and participate in self-help initiatives to enable residents to create a positive living environment for families living in the _____ public housing development.

The SCHA shall provide the RC/RMC with current information concerning the Housing Authority's policies on Resident Initiatives and Resident participation in management.

The SCHA shall provide the RC/RMC with office space and meeting facilities, free of charge within the _____ Community Center, and shall negotiate all uses of community space for meetings, recreation and social services, and other resident participation activities pursuant to HUD guidelines.

The RC/RMC shall be actively involved in SCHA's decision-making process and give advice on matters such as modernization, security, maintenance, resident screening and selection, resident employment opportunities, including Section 3, and recreation.

The SCHA shall ensure strong resident participation in all issues and facets of its operations through the RC/RMC by establishing open communication and monthly meetings between SCHA and the RC/RMC.

The RC/RMC shall hold meetings, at least once a month, with the residents to ensure that residents have input, and are aware and actively involved in SCHA-RC/RMC decisions and activities.

The SCHA shall ensure that the RC/RMC officers and other residents are fully trained and involved in developing and implementing Federal programs including but not limited to the Public Housing Policies, programs, rights and responsibilities, Comprehensive Grant Program, Urban Revitalization Demonstration, Drug Elimination, Section 3, and Family Investment Centers.

The SCHA, in collaboration the RC/RMC shall assume the lead role for assuring maximum opportunities for business entrepreneurial training, planning and skills training for the residents of _____, including but not limited to Family Self-Sufficiency and Section 3. To promote these efforts, SCHA will continue to contract with the RC/RMC for _____ services which provide job opportunities for the residents of _____, and will assist the RC/RMC in establishing a _____ business to be located in space (including utilities) provided by SCHA, free of charge, at the _____ Community Center.

The SCHA shall involve the RC/RMC officers and other interested residents through education and direct participation in all phases of the budgetary process.

The SCHA shall involve the RC/RMC officers in the resident screening and selection process for prospective residents for the _____ public housing development. Those selected to perform resident screening and selection functions shall be trained by SCHA in resident screening and selection and shall sign a legal document committing to confidentiality.

The SCHA shall provide funds to the _____ RC/RMC, equal to, but not less than Fifteen (\$15.00) dollars per unit, per annum to fund Resident participation activities.

The SCHA and the RC/RMC shall collaborate on how the funds will be distributed for Resident participation activities, which will be reduced to a written agreement.

The SCHA and the RC/RMC agree to continue to work together constructively toward common goals to improve the quality of life and economic opportunity for residents of the _____ public housing community.

The SCHA and the RC/RMC further agree to process any disputes arising from this Memorandum of Understanding with HUD. The aggrieved party may file an informal appeal, in writing, with HUD, setting out the circumstances and providing copies of relevant materials evidencing the issue(s) being disputed. The other party shall respond to the issue(s), within 30 days, in writing. HUD shall require the parties, with HUD's participation to undertake steps to resolve the issue(s). If no resolution is achieved within 90 days from the date HUD required the parties to undertake a resolve of the issue(s), HUD shall serve notice on both parties that administrative remedies have been exhausted (except that, pursuant to mutual agreement of the parties, the time for negotiations may be extended by no more than an additional 30 days), at which time HUD will render a decision to resolve the issue(s) in question which shall be binding on both parties.



APPENDIX C

ENTERPRISE INCOME VERIFICATION POLICY AND PROCEDURES

ENTERPRISE INCOME VERIFICATION POLICY AND PROCEDURES SCHUYLKILL COUNTY HOUSING AUTHORITY

Purpose

The purpose of this policy is to direct the Housing Authority's staff in handling of all records and documents associated with the operation of the agency and the administration of its programs.

It is the Authority's policy for all employees to treat in strict confidence all information received by them regarding the affairs of tenants and employees, or staff and Authority business in general. Failure to do so will result in disciplinary action.

The Authority has a legal requirement to maintain confidential records about its tenants. Employees must make every reasonable effort to insure all records are kept under proper physical safeguards and that they will not be seen by, or discussed with, unauthorized persons.

General Policy

In accordance with the Privacy Act of 1974, as revised, the Schuylkill County Housing Authority (SCHA) will maintain only such information on applicants/residents as is necessary and relevant to the performance of its mandated duties and will to the best of its ability protect the privacy of applicants/residents.

Legal Action

In the event of current or pending litigation, legal counsel will be sought regarding applicable documents. If litigation is pending, all applicable documents and records, regardless of disposal dates, will be retained until resolution of the legal matter.

Back Up of Electronic Data

Computer data will be backed-up on CDs or separate drive in order to avoid loss of important information due to equipment failure. If CDs are used, they will be locked in fireproof storage. Financial information will be backed up every day that new data is entered. Other files, including tenant files will be backed up twice a week.

Special Security Measures for Enterprise Income Verification (EIV) Data

Privacy Protection Policy

1. The Department of Housing and Urban Development (HUD) has provided specific guidelines for the protection of data retrieved from its on-line up front income verification system, entitled Enterprise Income Verification (EIV).

2. EIV resident data will be used only to verify a resident's eligibility for participation in the Public Housing Program and the Housing Choice Voucher Program and to determine the level of assistance for which resident is eligible.
3. Data provided via EIV System will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.
4. In compliance with HUD requirements, SCHA will
 - A. Maintain and enforce security procedures
 - B. Keep records and monitor security issues
 - C. Communicate security information and requirements to appropriate staff, and coordinate and conduct security awareness training for staff
 - D. Conduct quarterly review of User IDs
 - E. Report any evidence of unauthorized access or know security breaches.

Security Safeguards

1. Only authorized staff will have access to the EIV System via ID and Password
2. All users of the EIV System will have a current signed USER AGREEMENT on file
3. SCHA will keep a record of all authorized users, including date access was granted and date access was revoked, if applicable.
4. All employees issued keys will complete a form acknowledging receipt and a log will be kept with names, date of issue and date of turn-in.
5. Work area of persons authorized to research and download EIV and other privacy-sensitive information will be shielded from the public.
6. Unauthorized staff persons will not have access to work station and computer of authorized persons
7. SCHA staff will not leave resident folders exposed on desk tops or computer screens open with sensitive data unattended. Folders will be locked in files and computer screens cleared before staff person leaves his/her office for any reason.

8. Staff will never take resident files home for any reason. If it is necessary to transport resident files between Housing Authority offices, files will be transported in a locked box.
 9. Any EIV printout will be removed from the printer immediately so that nothing will be inadvertently left vulnerable to unauthorized access.
 10. EIV printout data will be kept in family file until verifications are complete and all discrepancies have been resolved. Applicable information will be documented in the family file and then all originals and copies of EIV printout will be shredded.
 11. SCHA will keep a log of all documents shredded, including name of employee disposing of document, description of document, method of disposal and date of disposal.
 12. At the close of business, resident files will be locked and file cabinet areas locked.
 13. Any combination locks used will be reset regularly.
 14. Security procedures will be reviewed with staff periodically to safeguard against laxity and breaches.
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APPENDIX D

DEFINITION OF TERMS

Definition of Terms

Definition of Terms is an integral part of the Admission & Occupancy Policy and is used in applying the policy's provisions.

Application for Admission: The admission application shall be the basic form of the permanent record to be established for each family. The acceptance of an application for admission does not guarantee assignment to public housing. All required documentation must be submitted and verified prior to determination of eligibility. An application must be completed and filed personally by the applicant at any of the Housing Authority's project management offices or the Authority's business office.

Adjusted Income: Adjusted income means annual income less the following:

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - Un-reimbursed medical expenses of any elderly family or disabled family; and,
 - Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member with a disability) to be employed;
4. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education; and,
5. The amount of any earned income of a family member (other than the family head or spouse) who is not 18 years of age or older.

Exclusion of Work-Related and Training Income

1. Any income received from employment by children (including foster children) under 18 years old. (24 CFR S .609(c)(1))
2. All student financial aid (as long as it is paid directly to the student or the educational institution). (24 CFR 5.609(c)(6))
3. My income received while participating in training programs funded by HUD. (24 CFR 5.609(c)(8)(i))

4. Any income reserved for use under a Plan to Attain Self-Sufficiency (PASS). (24 CFR 5.609(c)(8)(ii))
5. My money received by a member of the family who is participating in other publicly assisted programs to help cover expenses so that they can participate in a training program. The money must be given to pay for items such as special equipment, clothing, transportation, child care, etc. Any reimbursement of out-of-pocket expenses for such items is also not included as income. (24 CFR 5.609(c)(8)(iii))
6. Any resident service stipend of \$200 per month or less. Only stipends given to increase the quality of life are eligible. Tasks which meet this definition include fire patrols, hall monitoring, lawn maintenance, etc. A resident may not receive more than one such stipend. (24 CFR 5.609(c)(8)(iv))
7. Any extra income and benefits earned when someone in the family is participating in qualifying State or local employment training programs (including programs not affiliated with a local government) or someone in the family is being trained as resident management staff. Only the extra amount earned on top of what was being earned before the family member entered the program is not counted. This continues as long as the family member participates in the employment training program. In order for the training programs to be eligible, they must have clearly defined goals and objectives. (24 CFR 5.609(c)(8)(v))
8. Any temporary, non-recurring or sporadic income (including gifts). (24 CFR 5.609(c)(9))
9. Any earnings over \$480 annually for each full-time student 18 years old or older (excluding the head of household and spouse). (24 CFR 5.609(c)(1.1))
10. Any other earnings which are excluded by any other Federal law. (24 CFR 5.609(c)(17))
11. Any earnings received from programs either fully or partially funded by the Job Training Partnership Act. (FR 8/3/93)
12. Any payments to volunteers under the Domestic Volunteer Services Act of 1973. (FR 8/3/93)
13. Any scholarships funded by Title IV of the Higher Education Act of 1965 including awards under the federal work-study program. (FR 8/3/93)
14. 8/3/93)
15. Any payments received from programs funded by the Older Americans Act of 1965 (Title V). (FR 8/3/93)

16. Payments received from AmeriCorps. (FR 8/3/93)
17. Any income earned as temporary census takers. (HUD PIFI Notice 98-66)
18. Deduction from income - Any reasonable child care expenses that are necessary to allow a member of the family to work or to further their education. (24 CFR 5.611 (a)(4))

Annual Income

1. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, 18 years of age or older, including all net income derived from assets, for the 12 month period following the effective date of initial determination or reexamination of income, exclusive of income, that is temporary, nonrecurring or sporadic as defined in this section, and exclusive of certain other types of income specified in this section. Annual income includes but is not limited to the following:
 - a. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - b. The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business);
 - c. Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has net family assets (as defined in this section) in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
 - d. The full amount of periodic payments received from social security by any family member, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
 - e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

- f. Welfare assistance payments received by any family member;
 - g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
 - h. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (but see Paragraph B(5) of this section); and
 - i. Any earned income tax credit to the extent it exceeds income tax liability.
2. Annual income does not include such temporary, non-recurring or sporadic income as the following:
- a. Casual, sporadic or irregular gifts;
 - b. Amounts that are specifically for or in reimbursement of the cost of medical expenses;
 - c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal and property losses;
 - d. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income; and,
 - e. The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.
3. Annual income does not include the following:
- a. Income from employment of children (including foster children) under the age of 18 years;
 - b. Payments received for the care of foster children.
 - c. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under

the 1937 Act. The following types of income are subject to such exclusion:

1. Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
2. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
3. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973;
4. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program;
5. Payments received from the Job Training Partnership Act;
6. Payments received from the Senior Aide Program;
7. Payments received from the Green Thumb Program.

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

Co-Heads of Household: Two or more adult persons (i.e., sisters, mother and daughter, etc.) not in a spousal relationship who will reside in the unit with the expressed intent to share the financial and residency obligations under the lease which will be co-signed by the co-heads of household.

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

Disabled Person: Disabled person means a person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 or is handicapped as defined in this Section. Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in

death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or,

2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of blindness as defined in Section 416 (i) (1) of this title), inability by reason of such blindness to engage in substantial gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

“...a disability attributable to mental retardation, cerebral palsy, epilepsy, or other neurological condition of an individual found by the Secretary (of Health, Education and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18 which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

Displaced Person: Displaced person means a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Elderly Family: Elderly family means a family whose head or spouse (or sole member) is a person who is an elderly, disabled or handicapped person as defined in this section, and may include two or more elderly, disabled or handicapped persons living together, or one or more persons living with another person who is determined to be essential to their care or well-being.

Elderly Person: A person who is at least 62 years of age.

Eligible Alien: The requirements for determining the eligibility of nonresidents is spelled out in the HUD Handbook entitled “Restrictions on Assistance to Noncitizens - (HUD Handbook, 7465.7 and 24 CFR Part 200).

To be eligible for assistance, applicants must be United States citizens, nationals, or certain categories of eligible nonresidents as defined in 24 CFR, Part 200 and HUD Handbook 7465.7.

The requirements concerning noncitizens apply to:

1. All applicants who request housing assistance;
2. All applicants who are already on a waiting list for housing assistance; and,
3. All participants who are already receiving housing assistance under a program

covered by this Plan.

Eligibility for assistance or continued assistance under this Plan is contingent upon the submission by each family member, regardless of age, of the declaration found in Attachment A of the HUD Handbook 7465.7. Those under 18 years of age must have appropriate documents signed by their legal guardian.

For those who are not a citizen by birth, a naturalized citizen or a national of the United States, documentation concerning status is required.

Copies of the Model Notice found in HOD Handbook 7465.7, Appendix F, will be made available to applicants and program recipients who desire more information on the regulations.

Extremely Low Income Family: A family whose annual income does not exceed thirty percent (30%) of the median income for the area as determined by HUD with adjustments for smaller or larger families.

1. **Family Means:**

- a. Two or more persons who will live together in the dwelling unit and:
 - b. are related by blood, marriage or operation of law; or
 - c. give evidence of a stable relationship which has existed over a period of time.
2. An Elderly family or single person as defined, or a displaced person as defined, or the remaining member of a tenant family as defined.
3. A single person who is living alone or intending to live alone.

Flat Rent: Flat rent is the amount of tenant rent based on the market value of the unit, as determined by the Schuylkill County Housing Authority. The Housing Authority has designed the Flat Rent to encourage self-sufficiency and to avoid creating disincentives for continued residency by tenant households who are attempting to become economically self-sufficient. The Authority has taken reasonable steps to determine market value. The comparability information contained relevant factors for the community in which the unit is located. The Authority will maintain records regarding the calculation and establishments of Flat Rents; and,

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. An education institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Handicapped Person: Handicapped person means a person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such nature that such ability could be improved by more suitable housing conditions.

Head of Household: The family member who is responsible and accountable for the family and who is of the legal age to execute a contractual agreement. (This does not preclude co-signing of the lease by the spouse or unrelated partner or the co-head(s) of household.)

Income-Based Rent: Income-based rent is the amount of tenant rent based on the tenant's household income, as determined by the Authority's rent policies, which specifies a percentage of tenant income. The income-based rent, including any applicable utility allowance, will not exceed the total tenant payment.

Lower Income Family: A family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD with adjustments for smaller and larger families.

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

Minimum Tenant Rent: Minimum tenant rent shall be \$50 per month effective April 1, 2005 for all new applicants admitted to Public Housing; and, the effective date for all other tenants residing in Public Housing shall be April 1, 2005. A minimum rent tenant shall not be charged an appliance charge.

Monthly Adjusted Income: One-twelfth of adjusted income.

Monthly Income: One-twelfth of annual income.

Net Family Assets: Value of equity in real property, savings, stocks, bonds and other forms of capital investment, excluding interests in Indian trust land, and items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.)

In determining net family assets, the Authority shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Immigrant Student - Alien: A non-immigrant student alien is a person who: (1) has a foreign residence which he/she has no intention of abandoning; (2) is a bona fide student qualified to pursue a full course of study; and, (3) was lawfully admitted to the United States temporarily and solely for the purpose of pursuing a full course of study at an established institution of learning or other recognized place of study in the United States, particularly designed by him/her and approved by the Attorney General after consultation with the Department of Education of the United States.

Reasonable Accommodation: Actions taken to ensure that the Authority's programs are readily accessible to and usable by individuals with disabilities. Examples of "reasonable accommodations" would include, but are not limited to, the following:

1. Physical alterations to existing housing unit.
2. Change or exceptions to policies, procedures or practices.
3. Provision of services.
4. Assignment of aides to beneficiaries.
5. Development of alternate accessible housing resources.
6. Provision of auxiliary aides.

The "reasonableness" of those actions is determined by the relative administrative and/or financial burden such actions create. The Authority will not take those actions that would result in an undue burden.

Remaining Member: A person on the most recent certification or recertification who is of legal age and of the responsibility to enter into a contractual agreement.

Social Security Number Documentation: Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. In the event Social Security Numbers are not available, the family shall be instructed to apply and obtain

said number within 60 days following initial intake. An attached note to the file shall be made by the intake technician regarding any family members aged 6 or older without a Social Security number.

All members of the family defined above must either:

1. Submit Social Security Number documentation; or
2. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration.

The Authority will accept copies of the Social Security card only when it is necessary for the Authority to verify by mail the continuing eligibility of participant families.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the Authority to provide one or more of the following alternative documents to verify his or her Social Security Number.

These documents include:

- Driver license
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099
- Benefit award letters from government agencies
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate tax notices, marriage and judgment or bankruptcy records
- Verification of Social Security benefits with the SSA

If the Authority verifies Social Security benefits with the Social Security Administration, the acceptance of the Social Security Number by the Social Security Administration may be considered documentation of its validity.

Applicants may not become participants until the documentation is provided. The applicants will retain their position on the waiting list during this period.

New family members over 5 years of age will be required to verify (or certify, as applicable) their Social Security information when the change in family composition is reported by the family, whether that be at an annual or interim reexamination.

Spouse: A person who is the husband or wife of the head of the household.

Tenant Rent: The amount payable monthly by the family as rent to the Authority. Where all utilities (except telephone and TV cable) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and TV cable) and other essential housing services are not supplied by the Authority and the cost is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

Total Tenant Payment: Total Tenant Payment (TTP) for all families shall be the highest of the following, rounded to the nearest dollar:

1. 30 percent of family monthly adjust income;
2. 10 percent of family monthly income;
3. welfare rent in as-paid states; or,
4. minimum rent (\$50).

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

Undue Burden: Relative to reasonable accommodations for disabled residents and applicants, an undue burden can be either administrative or financial in nature and would represent a significant negative impact on the Authority's operation. The nature and cost of the accommodations will be evaluated relative to the financial and administrative commitment that is required and the Authority's current capacity to fulfill that commitment (i.e., budget and staff resources).

Unrelated Partner of Head of Household: A person who is living in the unit in a spousal relationship with the head of household and is not related by marriage or operation of law, which relationship will be evidenced by a co-signature on the lease.

Utilities: Utilities mean water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone or television services are not included as a utility.

Utility Allowance: If the cost of utilities (except telephone and TV cable) and other

housing services for the unit are not included in the Tenant Rent but is the responsibility of the family occupying the unit, the utility allowance is an amount equal to the estimate made or approved by the Authority or HUD, of the monthly cost of reasonable consumption for the unit consistent with the requirements of a safe, sanitary and healthful living environment.

Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. (A reimbursement check shall be made to the family on or before the first day of the month, unless an agreement has been made between the family/utility supplier/Authority for direct payment to the supplier.)

Very Low Income Family: A family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.