

**ADMISSIONS  
AND  
CONTINUED  
OCCUPANCY  
POLICY**

**PUBLIC HOUSING PROGRAM**

**HOUSING AUTHORITY OF THE  
COUNTY OF ARMSTRONG**

This Admissions and Continued Occupancy Policy defines the Housing Authority of the County of Armstrong's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

**Adopted** - September 20, 2000 – Resolution #00-11

**September 2001 Revision - Resolution #01-04**

Amend reasons for eviction & requirement to notify Post Office

**June 2006 Revision - Resolution #06-06**

Amend Section 8, Eligibility for Admission, specifically sub-sections on Suitability & Denial

**April 18, 2007 - Resolution #07-05**

Amended to incorporate provisions of Violence Against Women Act regarding eligibility and termination, including an addendum to the Residential Dwelling Lease

**October 17, 2007 - Resolution #07-10**

Amended Section 13.0, Determination of Total Tenant Payment and Tenant Rent, increasing the Minimum Rent from \$0 to \$50

**April 2009 Revision - Resolution #09-11**

Implementing HERA that amends definition of “annual Income” by excluding deferred VA disability benefits received in a lump sum or prospective monthly amounts.

**February 2010 Revision - Resolution #10-04**

Amendment to comply with the Refinement of Income and Rent Determination Requirements, Final Rule as amended, dated December 29, 2009, specifically implementing mandatory use of EIV and amended SSN disclosure and verification requirements.

**May 2010 Revision - Resolution #10-08**

Amendment to incorporate further guidance on use of EIV system in accordance with PIH 2010-19; bring federal income exclusions up to date; utility allowance methodology update; and correct typo errors.

**May 2011 Revision - Resolution #11-05**

Amendment to update Grievance Procedure, Flat Rent Schedule, Deconcentration Designation, Definitions, and add Sexual Orientation & Gender Identity language and VAWA clarifications.

**May 2012 Revision - Resolution #12-05**

Amendment to incorporate LGBT Final Rule effective March 5, 2012, clarify administrative process for submitting/correcting SSN in PIC, and instruction on applying SSA COLA's when determining annual income for certifications.

**August 2012 Revision – Resolution #12-10**

Amendment to clarify the effect of a sex offender registration requirement on eligibility and continued occupancy, and added guidance for addressing family breakups.

**June 2013 Revision – Resolution #13-06**

Amendment to update list of Federally mandated exclusions and added guidance on the verification of excluded income.

**August 2014 Revision – Resolution #14-04**

Amendment to the Flat Rent policy pursuant to the 2014 Appropriations Act requiring Flat Rents to be set at no lower than 80% of Fair Market Rents.

**May 2015 Revision – Resolution #15-05**

Amendment to update ELI definition, Federally mandated income exclusions, VAWA 2013 and Glossary. Established Veteran Preference in accordance with PA Law, Act 188.

**January 1, 2017 Revision – Resolution #16-07**

Amendment to comply with Streamlining Rule and establishing a Bedbug Policy. Includes a lease amendment.

**June 28, 2017 Revision – Resolution #17-03**

Amendment to comply with VAWA 2013 in establishing an Emergency Transfer Policy with new Notice of Occupancy Rights, Certification, and Emergency Transfer Request forms.

**September 27, 2017 Revision – Resolution #17-06**

Amendment to comply with VAWA 2013, Use of Arrest Records (criminal screening policy), Smoke-Free Housing Policy, family and emancipated definitions, waiting list organization (combine 0- & 1-BR lists), stipulation on adding adults within first 6 months of admission. Comment period in conjunction with FY2018 Annual Agency Plan.

**September 25, 2019 Revision – Resolution #16-06**

Amendment to comply with HOTMA – Minimum Heating Standards and the Over-Income Limitation for Continued Occupancy; and, the addition of ABLE Accounts as a federally mandated income exclusion. Comment period in conjunction with FY2020 Annual Agency Plan.

**May 27, 2020 Revision – Resolution #20-04**

Amendment to comply with the CARES Act signed into law March 27, 2020 providing waivers and alternative requirements to adjust program practices as necessary to prioritize mission critical functions when normal operations are restricted due to COVID-19.

**August 26, 2020 Revision – Resolution #20-07**

Waivers and alternative requirements extension through December 31, 2020.

**January 27, 2021 Revision – Resolution #21-02**

Waivers and alternative requirements extension through June 30, 2021. Remove Section 25 as Eviction Moratorium expired. Adopt Over-Income Limit Termination waiver and providing families two options to choose income-based or flat rent.

**August 25, 2021 Revision – Resolution #21-10**

Waivers and alternative requirements extension through December 31, 2021.

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## **1.0 FAIR HOUSING**

It is the policy of the Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status (in non-elderly designated housing), handicap or disability, actual or perceived sexual orientation, gender identity, or marital status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs administered by the Housing Authority. Inquiries related to a person's sex shall be permitted only for the limited purpose of determining the number of bedrooms to which a household may be entitled.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants/residents of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority's housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

### **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the resident will include information about requesting a reasonable accommodation.

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

### **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with 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 disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
  - 1. Would the accommodation constitute a fundamental alteration? The Housing Authority's business is housing. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for a person with disabilities.
  - 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority's programs and services, the Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Housing Authority will seek to have the same entity pay for any restoration costs.

If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a resident to materially

violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Housing Authority will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families.

#### **4.0 AFFIRMATIVE MARKETING AND OUTREACH**

The Housing Authority will conduct outreach in an effort to obtain and maintain a well-balanced application pool. Outreach efforts will take into consideration the level of vacancy in the Authority's units, unit availability through turnover, and waiting list characteristics. These factors will be assessed periodically in order to determine the scope of the marketing effort needed to achieve a more representative income mix of families on the waiting list and thereby attain a broad range of income as required.

The Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low-income and low-income families in a newspaper of general circulation and by other suitable means.

To reach people who cannot or do not read the newspapers, the Housing Authority will distribute brochures and/or initiate personal contacts with community service personnel. The Housing Authority may also utilize public service announcements.

The Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and resident households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.



## **6.0 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 following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Routine Maintenance Charges
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Housing Authority Notices
- L. Flat Rent Schedule

## 7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Housing Authority of the County of Armstrong  
Administrative Office  
350 South Jefferson Street  
Kittanning, PA 16201

Applications are taken to compile a waiting list. Due to the demand for housing in the Housing Authority jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Applications will be accepted for all applicants and the Housing Authority will verify the information.

Application may be made in person, Monday through Friday between the hours of 9:00AM and 3:30PM. Applications will be mailed to interested families upon request.

The application will be dated and time stamped upon its return to the Housing Authority. Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority to make special arrangements. The Housing Authority utilizes a local Telecommunications Relay Service for persons who are hearing, sight, and/or speech impaired as follows:

1-800-654-5984 (TTY users)  
1-800-654-5988 (non-TTY users)

The application process will involve two phases. The first phase for housing assistance is the **pre-application**. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Housing Authority will make a preliminary determination of eligibility within fifteen (15) calendar days. The Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity for an informal review of the determination.

The applicant is responsible for reporting, in writing, changes in their applicant status including changes in address and/or phone number, family composition, income, or preference factors. The Housing Authority will annotate the applicant's file and update their place on the waiting list if necessary.

The second phase is the **final application**. The final application takes place when the family nears the top of the waiting list. The Housing Authority will then verify all preferences, eligibility, suitability and selection factors in order to determine the family's final eligibility for admission into the Public Housing Program.

## 8.0 ELIGIBILITY FOR ADMISSION

### 8.1 INTRODUCTION

Applicants must meet five eligibility requirements for admission to public housing: qualify as a family, have an income within the income limits, meet citizenship/eligible immigrant criteria, provide documentation of valid Social Security numbers, and sign consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority screening criteria in order to be admitted to public housing.

### 8.2 ELIGIBILITY CRITERIA

#### A. Family Status.

A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A group of persons **regularly** residing together **with a head of household at least eighteen (18) years of age, who are in a stable relationship and are related by blood, marriage, adoption, guardianship, or affinity:**

- a. A family with or without children

Children temporarily absent from the home due to placement in foster care are considered family members. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

- b. An elderly family, which is:

A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; 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.

- c. A near-elderly family, which is:

A family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

- d. A disabled family, which is:  
  
A family whose head, co-head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
  - e. A displaced family, which is:  
  
A family in which each member, or whose sole member, has been 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.
  - f. A remaining member of a resident family.
2. A single person, who may be an elderly, near-elderly or displaced person, a person with disabilities, the remaining member of a resident family, or any other single person.
  3. **Head of households under the age of eighteen (18) shall be considered emancipated for purposes of entering into a lease agreement who:**
    - a. **Are married, whether residing within or away from their parent's household; or,**
    - b. **Enter into military service; or,**
    - c. **Have a court order declaring their emancipation.**

**The head of household shall submit documentation as proof of emancipation as outlined above. The emancipation status of individuals not falling into one of the above categories will be determined on a case-by-case basis.**

**B. Income Eligibility**

1. To be eligible for admission, the family's annual income must be within the income limit set by HUD. This means the family income must fall in one of the following categories:

Low-Income	80% of area median income
Very Low-Income	50% of area median income

Extremely Low-Income income does not exceed the higher of the Federal poverty level or 30% of area median income

2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements.
4. Income limit restrictions do not apply to families transferring within the Public Housing Program.

C. Citizenship/Eligibility Status

To be eligible, each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

1. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.5 for calculating rents under the noncitizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Disclosure/Documentation

To be eligible, all family members who are not exempt, including live-in-aids and foster children/adults, must provide a valid Social Security number and documentation to verify each Social Security number as described in Section 12.0. Applicants who are otherwise eligible, but do not provide documentation of Social Security numbers for each household member (except for non-contending), may retain their placement on the waiting list, but shall not be

admitted as a participant of the Public Housing program until the Social Security number disclosure/documentation requirements are met.

1. If a household member under the age of 6 years is added to the applicant household within a 6-month period prior to the household's date of admission, the applicant may be admitted as a participant to the Public Housing program with the understanding that the applicant shall provide a complete and accurate Social Security number for the added household member, and the necessary verification documents, within 90 calendar days from the date of admission.
  - a. One additional 90-day extension shall be granted if the Housing Authority, at its discretion, determines that the applicant's failure to comply was due to unforeseen circumstances that were outside the applicant's control.
  - b. If, upon expiration of the provided time period, the applicant fails to provide the necessary Social Security documentation for the added household member, the Housing Authority must terminate tenancy .

Individuals who do not contend to have eligible immigration status (those who may be unlawfully present in the U.S.) and have not been assigned a Social Security number are exempt. These individuals in most instances would not be eligible for a Social Security number. Refer to Paragraph C of this Section.

An individual who previously declared to have eligible immigration or eligible citizenship status may not change his/her declaration to not contend to have eligible immigration status, nor may the head of household opt to remove a household member from the family composition, for the purpose of avoiding compliance with the Social Security number disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the

application for participation or for eligibility for continued occupancy; and,

- b. A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance; and,
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and,
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### **8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent.

A former/current resident who applies owing a balance to a housing agency administering a HUD assisted rental program (refer to paragraph C.2 below) will be placed on the waiting **list**, but will not be considered for housing until that balance is paid in full, regardless of whether that balance is a current receivable or has been written off.
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants.
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity



including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property.

**Criminal activity is defined as: 1) a violation of Pennsylvania Criminal Code, the Criminal Code of the various other State and Commonwealth jurisdictions or those of a U.S. territory, protectorate or the District of Columbia, or 2) a violation of the Federal Crimes Code of the United States of America that results in a conviction by a criminal court having jurisdiction over the same.**

4. History of disturbing neighbors or destruction of property.
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from.
  6. History of, or current, conduct caused by abuse of alcohol or drugs, and an indication that such conduct is likely to continue in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head.
  2. A rental history check of all adult family members.  
  
This includes direct contact with prior landlords through written and/or oral landlord references. The rental history check will also include checking HUD's Debts Owed to Public Housing Agencies and Terminations. This is a national repository of debts owed to Public Housing Agencies and adverse terminations of former participants of the following HUD rental assistance programs: i) Public Housing; ii) Housing Choice Voucher; iii) Section 8 Moderate Rehabilitation; and iv) Project-Based.
  3. A criminal background check on all adult household members, including live in aides. This check will be made through State, local law enforcement or court records, the FBI's National Crime Information Center (NCIC), the Dru Sjodin National Sex Offender Database, and/or other databases that may be available.

Applicants must provide a complete list of all states in which any household member has resided.

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity.
5. Professional opinions from social workers, parole and/or probation officers, and alcohol and drug abuse treatment facilities.

#### **8.4 GROUNDINGS FOR DENIAL**

The Housing Authority is not required or obligated to assist applicants **or members of the applicant's household** who:

- A. Do not meet any one or more of the eligibility criteria. **If one member of the household does not meet the eligibility criteria, the entire household is considered ineligible. The remaining household members may re-apply with a new application, and a new date and time;**
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property.

##### **I. Criminal Conduct in General**

**If not otherwise specified in this policy, a criminal conviction shall result in exclusion for a time equivalent to the maximum punishment legally imposable by a sentencing court. This shall not hinge on the maximum sentence actually given by a sentencing court in any individual case.**

**Example: Applicant was sentenced on charges of Felony 2 Theft on February 1, 1980. The Court, pursuant to the Sentencing Code, sentences applicant to 2 – 5 years in prison. The maximum punishment for a Felony 2 is 10 years. Therefore, the ban for applicant from Housing under this policy is ten (10) years. (Feb 1, 1980 to February 31, 1990, inclusive).**

**The maximum punishments for crimes pursuant to this section of the policy are as follows:**

<b>Felony 1</b>	<b>20 years</b>
<b>Felony 2</b>	<b>10 years</b>
<b>Felony 3</b>	<b>7 years</b>
<b>Misdemeanor 1</b>	<b>5 years</b>
<b>Misdemeanor 2</b>	<b>2 years</b>
<b>Misdemeanor 3</b>	<b>1 year</b>

**Summary offenses are not subject to this policy, but may be subject of eviction proceedings pursuant to lease or program terms.**

**II. Driving While Intoxicated (DWI)**

**Driving While Intoxicated convictions have a different structure from others as they are punished at different levels based on blood alcohol content and/or number of prior convictions. Driving While Intoxicated (sometimes also referred to as Driving Under the Influence [DUI]) can be the following maximum punishments:**

<b>Misdemeanor 1</b>	<b>5 years</b>
<b>Misdemeanor 2</b>	<b>2 years</b>
<b>Ungraded Misdemeanor</b>	<b>6 months</b>

**It shall be determined from the record of conviction which level of offense applies and the ban shall be applied accordingly. If for any reason, the level cannot be determined from the record, the ban shall be 5 years.**

**III. Homicide**

**The killing of another person or unborn child as defined in Chapters 25 and 26 of Title 18, or any successor or additional criminal prohibition thereof shall be cause for a lifetime ban from housing eligibility under this policy, regardless of offense grade or level of intent.**

**IV. Drugs**

**Drug Possession is another section of banned criminal conduct. Much like DWI,**

many of these penalties increase based on the number of prior convictions. As such, they do not follow the general structure found in Section I, but rather consist of ungraded felonies and ungraded misdemeanors. Further complicating matters, there are numerous crimes, many of which are rarely charged, as they may rarely occur. Therefore, this policy will set forth the most common sections and also guidance for when encountering a rare section.

**A. Most common offenses**

**780-113(a)(16) Possession of a controlled substance**

1 year for 1<sup>st</sup> offense – 3 years for 2<sup>nd</sup> and subsequent offense

**780-113(a)(30) Manufacture, Delivery or Possession With Intent to Deliver Controlled Substance**

15 years for Schedule I or II narcotic

10 years for Methamphetamine, Cocaine, Marijuana over 1,000 pounds, etc.

5 years for any Schedule I, II or III substance not in the above two categories

3 years for a Schedule IV substance

1 year for a Schedule V substance

See 35 Pa. C.S.A. 780-113(a)(38(1.1))

**780-113(a)(31) Possession of a Small Amount of Marijuana**

No prohibition for admission. (May be subject to eviction under the lease or program terms.)

**780-113(a)(32) Possession of Drug Paraphernalia**

1 year

**B. Other Convictions under Title 35**

Convictions other than the above shall be determined by referring to the Title and applying a suspension equivalent to the maximum imprisonment allowed for violation of said provision. If it cannot be determined from the records what level of penalty applies for a conviction, it shall be determined that a Felony is a 15-year ban and a Misdemeanor a 3-year ban.

**V. Other Criminal Convictions**

Summary offenses are excepted from the policy due to their relatively minor nature and length of punishment (90 days or less). They may, however, still be cause for eviction of residents or participants under lease or program terms, particularly if they are a result of conduct on Housing Authority property.

If there is any Crime in the Pennsylvania Code that does not fall in I – V above, the time of ineligibility will be determined by determining the maximum punishment of that crime and applying same as the prohibition.

#### **VI. Jurisdictions Other Than Pennsylvania**

- A. **Other Non-Federal Jurisdictions.** We will not attempt to list each criminal code from every other State, Commonwealth, Territory or the District of Columbia. Such an endeavor would make the policy unwieldy, even assuming convenient access to all laws. Should a conviction from another such jurisdiction come to issue, (a rarity in rural Western Pennsylvania), it will be determined, as much as possible, what Pennsylvania offense is equivalent. Then, the applicable ban for the Pennsylvania offense will be upheld without regard to whether it is lesser or greater than the penalty that could have resulted in another jurisdiction.
- B. **Federal Criminal Convictions.** It will be rare, but not impossible, for an applicant to have a Federal Conviction. Federal crimes have maximum punishments similar to the Commonwealth of Pennsylvania. The period of ineligibility will be equivalent to the maximum period of incarceration able to be imposed for the given offense by a Federal Sentencing Judge.

#### **VII. Procedures**

- A. **Application and Determination Process.** When determining the applicable ineligibility period, the employee shall use this policy as a guide. If the employee has a question or concern as to what the applicable period of ineligibility should be, said employee shall ask the Executive Director (or designee) for assistance. At the Executive Director's (or Designee's) discretion, the Solicitor for the Authority may be contacted to research any applicable law and render an opinion. The Solicitor shall render an opinion within five (5) business days.
- B. **Appeal Process.** If an applicant wishes to appeal any determination of ineligibility pursuant to this Policy, said appeal shall first be heard by a hearing officer appointed by the Executive Director. Said hearing officer shall hold a hearing at which the applicant shall appear. The applicant may obtain counsel, who shall also attend. The Solicitor for the Housing Authority shall present the case for the Authority. The hearing officer shall determine from the evidence presented the date of conviction, maximum penalty that could be imposed and find therefrom the period of ineligibility.

Should an applicant wish to further appeal the hearing officer's decision,

**any such appeal shall be filed and heard in the Armstrong County Court of Common Pleas.**

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted or terminated from assisted housing because of drug-related criminal activity involving the personal use or possession for personal use, and/or, the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance. **The household may be admitted if the Housing Authority determines:**
  - 1. **The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program; or,**
  - 2. **The circumstances leading to the eviction or termination no longer exist (the criminal household member is imprisoned or deceased).**
- K. Are currently engaged in the **illegal** use of a controlled substance or are abusing alcohol, **or pattern of illegal use of a controlled substance or abuse of alcohol**, in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. **For purposes of this section, “currently engaged in” means the household member has engaged in the behavior within the past six (6) months.** The Housing Authority may, but is not required to, waive this requirement if:
  - 1. The person demonstrates to the Housing Authority’s satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.

- L. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff member or residents;
- M. Have a household member who has been evicted or terminated from any assisted housing program within three (3) years of the projected date of admission for other than drug-related criminal activity;
- N. **Fugitive felons, parole violators, and persons fleeing to avoid prosecution, custody or confinement for a crime, or attempt to commit a crime, that is a Felony under the laws of the jurisdiction from which the individual flees;**
- O. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.
- P. **Denied for Life:** Admission is prohibited after June 25, 2001 if any household member is subject to a State lifetime sex offender registration requirement.

If an applicant's household includes an individual subject to State lifetime sex offender registration, the applicant will be offered the opportunity to remove that individual from the household and application. If the applicant family is unwilling to do so, admission must be denied for the entire applicant family.

Applicants denied for just cause may not be considered for housing for one (1) year from the date of their final denial letter (if an Informal Review was requested).

### **8.5 VIOLENCE AGAINST WOMEN ACT**

This section shall implement provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Violence Against Women Reauthorization Act of 2013 (VAWA 2013) regarding domestic violence, dating violence, sexual assault and stalking as defined (see the Glossary for definitions). Notwithstanding its title, VAWA is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault, or stalking as well as female victims of such violence.

#### **A. Denial of Admission**

Applicants shall not be denied admission because they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that they are otherwise qualified for admission.

This section does not limit the Housing Authority's authority to deny admission if:

1. It can show an actual and imminent threat to other residents, neighbors, guests, their employees, persons providing services to the development, or others if the applicant family is not denied admission.
2. The applicant has not provided the required eligibility and/or suitability information that is not premised on the act or acts of domestic violence, dating violence, sexual assault, or stalking in question against the applicant or a member of the applicant's household.
3. **The applicant fails to provide requested documentation of the claimed victim status as outlined in Paragraph D below.**

The Housing Authority shall not apply a more demanding standard to the victim of domestic violence than that applied to other applicants.

**B. Mitigation of Disqualifying Information**

When requested, in writing, by an applicant whose history includes incidents in which the applicant was a victim of domestic violence, dating violence, sexual assault, or stalking the Housing Authority shall take such information into account in mitigation of potentially disqualifying information, such as poor credit history or a negative reference from a previous landlord. **If an admission denial is required by a federal statute, based on a particular disqualifying factor, the Housing Authority must comply with that statute even if the disqualifying factor is a direct result of domestic violence, dating violence, sexual assault, or stalking.**

If the applicant requests such mitigating information to be taken into account, the Housing Authority shall be entitled to conduct inquiries as are necessary to verify the claimed history of domestic violence, dating violence, sexual assault, or stalking and its probable relevance to the potentially disqualifying information. Potentially disqualifying information shall not be disregarded or mitigated if the applicant household includes a perpetrator of a previous incident of domestic violence.

**C. Actions Against a Perpetrator**

The Housing Authority may deny admission to, or trespass a perpetrator from, its property. The victim shall take action to control or prevent the domestic violence, including, but not limited to:

1. Obtaining and enforcing a restraining or no contact order, or order for protection against the perpetrator;
2. Obtaining and enforcing a trespass against the perpetrator;



3. Preventing the delivery of the perpetrator's mail to the victim's unit;
4. Providing identifying information as required in Paragraph D below; and,
5. Other reasonable measures.

**D. Documentation of Victim Status**

In order to qualify for the protections implemented by VAWA, the Housing Authority shall **request in writing** that the incident(s) of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by the applicant **be documented**. **Documentation** may be accomplished in one of the following ways:

1. By completing form HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* for each claimed incident. **The form may be completed by the applicant or by someone acting on the applicant's behalf.** The information the applicant shall provide includes, but is not limited to:
  - a. Name of perpetrator, physical and/or mailing address, and any other contact information such as telephone or facsimile number, and e-mail or internet address, only if it is safe to provide and is known to the victim; and,
  - b. The date, time, and description of the incident; or,
2. By providing documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury that he or she believes that the incident(s) in question **occurred and meet the definitions provided at 24 CFR 5.2003**; or,
3. By providing a Federal, State, tribal, territorial, local police, court, or administrative agency record describing the incident(s) in question.

**E. Time to Submit Documentation**

**Documentation must be received within fourteen (14) business days after the date that the applicant received the Housing Authority's written request for documentation. During this period, no adverse actions shall be taken against the applicant.**

The receipt of conflicting **information** from **more than one household member**, each claiming to be the victim and naming **one or more of the other household members** as the perpetrator, **the Housing Authority shall** require third-party documentation **be submitted within thirty (30) calendar days from the Housing Authority's request for third-party documentation, as explained in Paragraph D.2 and D.3 above, in order to resolve the conflict. The Housing Authority must honor any court order presented as it relates to certification under this Section.**

Compliance with the certification requirement of this Section shall not alone be sufficient to constitute evidence of an unreasonable act or omission by the Housing Authority, and does not preempt any Federal, State, or local law that provides greater protection for victims.

**F.** Failure to Provide Verification

If the applicant does not provide the requested information within the outlined time-frame(s), **or the documentation submitted does not meet certification criteria**, none of the protections afforded under VAWA shall apply, and the Housing Authority **shall** deny admission based on disqualifying circumstances as outlined in Section 8.4.

A request for information shall be sent to the applicant via first-class mail, return receipt requested unless the applicant feels that the delivery of such mail may place the victim at risk. In this case, the victim may come into the Administrative Office to pick up **any documents or forms**. Other methods of delivery that do not place the victim at risk may be arranged on a case-by-case basis.

**G.** Confidentiality

All information, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, that is provided to the Housing Authority under this Section shall be retained in confidence, **access shall be on a need-to-know basis**, and shall not be entered into any shared database or provided to any related entity except to the extent that:

1. The victim requests or consents in writing to the disclosure **on a time-limited basis**;
2. The disclosure is required for use in an eviction **or termination** action; or,
3. The disclosure is otherwise required by applicable law.

**VAWA does not limit the Housing Authority's duty to honor court orders about access to or control of the property.**

## H. Communications

**When communicating with applicants who have requested VAWA protections, the Housing Authority shall take precautions to avoid inadvertent disclosure of confidential information by requesting that the applicant submit in writing the acceptable methods of communication, such as via mail, voicemail, e-mail, telephone or other method as prescribed by the applicant.**

## I. Notification of **Occupancy** Rights

Applicants are notified of the rights afforded to victims of domestic violence, dating violence, sexual assault, or stalking under VAWA by providing **form HUD-5380, Notice of Occupancy Rights Under the Violence Against Women Act** to adult applicants **no later than** at the time of admission or denial.

## 8.6 **INFORMAL REVIEW**

- A. If the Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within ten (10) working days from the date of the determination letter. The informal review shall be conducted within thirty (30) calendar days after the receipt of the applicant's request for a review. The Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within ten (10) calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Housing Authority provide for an informal review after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within thirty (30) calendar days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) calendar days of receipt of the INS appeal decision.

For the participant families, the informal review process above will be utilized with the exception that the participant family will have up to thirty (30) calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

### **9.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and announced by any other suitable means. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and announced by any other suitable means.

### **9.2 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. Applications will be maintained on a sub-jurisdictional basis, as selected by the applicant;
- C. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- D. Any contacts between the Housing Authority and the applicant will be documented in the applicant file.

### **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that a full application will be completed and the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority must notify the family in

writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **9.4 PURGING THE WAITING LIST**

The Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

#### **9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that their name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant rejects an offered unit three (3) times without good cause.

#### **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Housing Authority will be sent a notice of termination of the process for eligibility.

The Housing Authority will allow the family to reschedule for good cause. Generally, no more than one (1) opportunity will be given to reschedule without good cause, and no more than two (2) opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.7 NOTIFICATION OF NEGATIVE ACTION**

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority, in writing, that they have ten (10) working days after the date of the

notice to remove to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

### **9.8 PENALTIES FOR FAILURE TO DISCLOSE AND VERIFY SOCIAL SECURITY NUMBERS**

Applicants who do not disclose a valid Social Security number and provide the required documentation to verify the Social Security numbers of each household member, regardless of age, must be denied eligibility for housing assistance.

Applicants will be permitted to remain on the waiting list until they comply with the Social Security disclosure requirements, or until they are removed as described in Section 9.5 above.

### **9.9 FAMILY BREAKUP**

When an applicant family breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date, if the waiting list is open.

In the absence of a judicial decision or an agreement among the original family members, the Housing Authority will consider the following factors in determining which family retains their placement on the waiting list:

1. The interest of any minor children, including custody arrangements;
2. The interest of any ill, elderly, or disabled family members;
3. Any possible risks to family members as a result of domestic violence or criminal activity; and,
4. The recommendations of social service professionals.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

A preference does not guarantee admission. The applicant must still meet the Housing Authority's screening criteria. Preferences will be assigned based on the applicant's circumstances at the pre-application phase, and will be verified prior to admission.

The Housing Authority has established the following preferences:

**A. Armstrong County Residency Preference**

An adult family member must reside, work, or have been hired to work in Armstrong County. Applicants shall be required to qualify at the time of application only. The preference shall not be based on how long the family member has lived in or worked in Armstrong County.

**B. Preference applies to any active duty United States servicemember or veteran, and shall extend to:**

1. The household of which the servicemember or veteran is a member;
2. The surviving household members of a deceased servicemember or veteran who died of service-connected causes, provided:
  - a. The death occurred during active duty service or within five (5) years of discharge from service.
  - b. The death occurred not more than five (5) years from the date of application for housing.

The term "veteran" means a person who served in the United States Armed Forces or the Pennsylvania Military Forces, and who was discharged or released under conditions other than dishonorable.

**C. Singles Preference**

Single persons who are not elderly, disabled or displaced shall not be admitted before elderly, disabled or displaced families of up to two (2) persons, regardless of other preferences.

The selection of applicants for General Occupancy developments will be based on the availability of an appropriate bedroom size unit using the above-prescribed local preferences.

The following category system will be applied in the selection of applicants for admission to buildings/units designed specifically for the Elderly/Disabled, and/or any one-bedroom unit in a General Occupancy development:

1. Elderly/Disabled families with a Residency Preference and Veteran Preference
2. Elderly/Disabled families with a Residency Preference
3. Elderly/Disabled families without a Residency Preference but with a Veteran Preference
4. Elderly/Disabled families without a Residency Preference or Veteran Preference
  
5. Near-Elderly families with a Residency Preference and Veteran Preference
6. Near-Elderly families with a Residency Preference
7. Near-Elderly families without a Residency Preference but with a Veteran Preference
8. Near-Elderly families without a Residency Preference or Veteran Preference
  
9. Single families with a Residency Preference and Veteran Preference
10. Single families with a Residency Preference
11. Single families without a Residency Preference but with a Veteran Preference
12. Single families without a Residency Preference or Veteran Preference

The date and time of application will be used to determine the sequence within the above-prescribed categories.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

## **10.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family's unit size without overcrowding or over-housing:



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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

In determining bedroom size, the Housing Authority will include an unborn child, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. It will not be necessary for persons of different generations (within 10 years) or opposite sex, other than husband and wife, to occupy the same bedroom. An exception may be made for infants and young children up to the age of two (2) who are of the opposite sex.
- B. For verified reasons of health (old age, physical disability, etc.) a separate bedroom may be provided for an individual family member.
- C. The living room will not be regularly used as a bedroom.
- D. A single head of household parent shall not be required to share a bedroom with his/her children.
- E. Live-in aides may get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority may allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for one (1) year or until the

family size changes, whichever may occur first.

- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority may allow the larger size unit if the family provides a verified medical need that the family should be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move. Said transfer will not occur prior to one (1) year.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **10.3 SELECTION FROM THE WAITING LIST**

The Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income does not exceed the higher of the Federal poverty level or 30% of the area median income (extremely low-income). To insure this requirement is met the Housing Authority shall monitor quarterly the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families may not be met, the Housing Authority will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list outreach will be conducted on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

### **10.4 DECONCENTRATION POLICY**

It is the Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income general occupancy developments and lower income families into higher income general occupancy developments. If necessary, the Housing Authority will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

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

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting

list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The designated general occupancy developments targeted for deconcentration can be found in Appendix 1.

### **10.5 DECONCENTRATION INCENTIVES**

The Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration 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. Incentives may include:

1. Skipping ahead on the waiting list
2. One (1) month's free rent

### **10.6 OFFER OF A UNIT**

When the Housing Authority discovers that a unit will become available, we 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 deconcentration goal and/or the income targeting goal.

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 ten (10) working days from the date of the letter to contact the Housing Authority.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) working days to accept or reject the unit. This verbal offer and the family's decision must be documented in the applicant 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.

### **10.7 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 their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their 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 deconcentration 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.

Families may only reject a unit offer three (3) times without good cause before their name is removed. This does not apply to the offer of efficiency units.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes, but is not limited to, reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

### **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (3) working days after the date of acceptance or the day the unit becomes available, whichever is later.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the applicant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Housing Authority will retain the original executed lease in the resident file.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to \$99.00.

In exceptional situations, the Housing Authority reserves the right to allow a new resident to pay their security deposit in two (2) payments. One-half shall be paid at the signing of the lease, and the remainder with the next month's rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME INCLUSIONS**

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a twelve (12)-month period (e.g. seasonal or cyclical income), or the Housing Authority believes that past income is the best available indicator of expected future income, the Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as

deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes 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 the Housing Authority and reviewed at least annually.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from Supplemental Security Income and Social Security benefits, and Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 2. Imputed welfare income
    - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as

specified in notice to the Housing Authority by the welfare agency)

- b. Plus the total amount of other annual income.
  - 1. Specified welfare benefit reduction
    - i. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
    - ii. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
      - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
      - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or,
      - 3. because a family member has not complied with other welfare agency requirements.
- b. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare agency benefits reduction (as specified in information provided to the Housing Authority by the welfare agency).
- c. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

- d. The Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- e. If a resident is not satisfied that the Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Housing Authority denies the family's request to modify such amount, then the Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the determination of the amount of imputed welfare income. The notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with the Housing Authority's grievance policy. The resident is not required to pay escrow deposit for the portion of the rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- f. Relations with welfare agencies
  - 1. The Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Housing Authority written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefit reduction.
  - 2. The Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.
  - 3. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Housing Authority shall rely on the welfare agency's notice of specified welfare benefits



reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **11.2 INCOME EXCLUSIONS**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of eighteen (18) years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are

made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Housing Authority governing board. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member 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 the period during which the family member participates in the employment training program;
  - I. Temporary, nonrecurring or sporadic income (including gifts);
  - J. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - K. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
  - L. Adoption assistance payments in excess of \$480 per adopted child;
  - M. The incremental increase in income due to employment during a consecutive 24-calendar month period following the date of initial hire shall be excluded. This exclusion is only available to the following families:
    1. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
    2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program. Training programs must provide employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law. Comparable Federal, State, or local law means a program providing employment training and supportive services that:
      - i. Is authorized by Federal, State or local law;

- ii. Is funded by the Federal, State or local government;
  - iii. Is operated or administered by a public agency; and
  - iv. Has as its objective to assist participants in acquiring employment skills.
3. Families whose income increases due to new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any State TANF or Welfare-To-Work program. TANF includes regular monthly income and/or services such as one-time payments, wage subsidies and transportation assistance, as long as the total amount over a six (6)-month period is at least \$500.

Effective January 1, 2017, once a family member is determined to be eligible for the Earned Income Disregard, the 24-calendar month period begins, even if the family member that initially qualified the family for the disregard discontinues employment. The Housing Authority shall no longer track employment stops and restarts.

During the first 12-calendar month period, all increased income resulting from the qualifying employment of the family member shall be excluded. After the first 12-calendar month period, 50 percent of any increase in income of such family member as a result of employment shall be excluded.

The Earned Income Disregard benefit is **limited to a lifetime 24-calendar month period** for the qualifying family member. At the end of the 24 months, the disregard ends regardless of how many months were “used”.

Families benefiting from, or becoming eligible for, the Earned Income Disregard prior to January 1, 2017 remain eligible to receive the benefit for 24 months over a 48-month period.

Disallowance of incremental increases in income as a result of employment only applies to calculation of rent **after admission** to the program. It does not apply in determination of income eligibility or income targeting.

- N. Deferred periodic amounts from Supplemental Security Income and Social Security benefits are received in a lump sum amount or in prospective monthly amounts;
- O. 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;
- P. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or,

Q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply as published in the FEDERAL REGISTER. These exclusions include:

1. The value of the allotment of food stamps provided to an eligible household under the Food Stamp Act of 1977;
2. Payments to volunteers under the Domestic Volunteer Services Act of 1973, such as employment through Americorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions;
3. Payments received under the Alaska Native Claims Settlement Act;
4. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes;
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;
6. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
7. The first \$2000 per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
8. Amount of scholarships funded under Title IV of the Higher Education Action of 1965, including awards under Federal work-study programs or under the Bureau of Indian Affairs assistance programs;
9. Payments received from programs funded under Title V of the Older Americans Act of 1965, including Green Thumb, Senior Aides, Older American Community Service Employment Program;
10. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the *In RE Agent Orange* liability litigation;
11. Payments received under the Maine Indian Claims Settlement Act of 1980;

12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
13. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments;
14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
15. Allowances, earnings, and payments to Americorps participants under the National and Community Service Act of 1990;
16. Any amount of crime compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
17. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998;
18. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
19. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990;
20. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. A payment qualifies as a VA disability benefit if it is identified as a disability benefit in the VA award letter, regardless of whether or not the family member that is the beneficiary of the award would qualify as a person with disabilities under HUD's regulations;
21. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010;
22. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, U.S. District Court, DC, for a period of one year from the time of receipt of that payment as

provided in the Claims Resolutions Act of 2010;

23. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations;
24. Any allowance paid under the provision 38 U.S.C 1833(c) to children of Vietnam veterans born with spina bifida, children of women Vietnam veterans born with certain birth defects and children of certain Korean service veterans born with spina bifida; and,
25. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002.
26. **The value of, contributions to, and distributions from an Achieving a Better Life Experience (ABLE) Act account of a designated beneficiary.**

The Housing Authority will not provide any additional exclusions from income except those already provided for by HUD.

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent (3%) of annual income:
  1. Unreimbursed medical expenses of any elderly or disabled family; and,
  2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are eighteen (18) years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Child care expenses (amounts paid for the care of children under the age of thirteen (13) that are necessary to enable a member of the family to be employed or to further his/her education. This deduction shall not exceed the amount of employment income that is included in annual income.

**11.4 FAMILY DISCLOSURE OF HUD NOTICE CONCERNING FAMILY INCOME –  
COMPUTER MATCHING**

- A. If a resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the Housing Authority within thirty (30) days of receipt by the resident.
- B. The Housing Authority shall reconcile any difference between the amount reported by the resident to the Housing Authority for the match year and the amount listed in the HUD letter or notice. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Housing Authority shall adjust, if necessary, the resident's rent effective the first (1<sup>st</sup>) of the following month. In addition, if the resident had not previously reported the proper income, the Housing Authority shall do one of the following:
  - 1. Immediately collect the back rent due;
  - 2. Establish a repayment plan;
  - 3. Terminate the lease and evict for failure to report income; or,
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due.

**11.5 COOPERATING WITH WELFARE AGENCIES**

The Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving housing assistance, to achieve self-sufficiency; and,
- B. To provide written verification to the Housing Authority concerning welfare benefits for families applying for, or receiving, housing assistance.

## **12.0 VERIFICATION**

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

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

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

Information will be verified in accordance with the following hierarchy:

- A. Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system. (The EIV Income Report will be reviewed within 120 days of an applicant's admission to validate family-reported income);
- B. Upfront Income Verification (UIV)** using other non-HUD tools, such as The Work Number and state government databases;
- C. Written Third Party Verification** that is an original document generated by a third party source, dated within a 60-day period preceding the recertification or request date, and is usually provided by the resident/applicant.

Acceptable documents include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters/printouts, and unemployment benefit notices. Resident/Applicant-provided documents may be rejected if the document is not an original; has been altered, mutilated, or is not legible; or, appears to be forged or not authentic.

Written Third Party Verification is obtained to supplement EIV-reported income sources (except for SSA benefit information) and when EIV has no data; to supplement non-EIV reported income sources; when EIV-reported employment and income information is disputed and acceptable documentation to support the



dispute is not available.

- D. **Written Third Party Verification Form** is a standardized form used to collect information from a third party source. These forms are never in the possession of the resident/applicant. This method of verification is to be used if written third party documents as described in paragraph C above are not available or are rejected, when the resident/applicant is unable to provide acceptable documentation, or if the Housing Authority requires additional information such as, effective dates; pay rate and/or frequency; number of hours worked; etc.
  
- E. **Oral Third Party Verification** is done by contacting the income/expense source by telephone or in-person. This method of verification is used if a source does not respond to a Written Third Party Verification Form within ten (10) business days. If this method of verification is used, the file must contain the date and time of the contact with the third party, name and telephone number of the person contacted, and the confirmed information.
  
- F. **Tenant Declaration** is to be used as a last resort when unable to obtain any type of third party verification. In this event, the resident/applicant submits an affidavit or notarized statement, and the file must contain documentation as to why third party verification was not available.

**12.2 TYPES OF VERIFICATION**

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

<b>General Eligibility Items:</b>		
<b>Item To Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-Carried Verification</b>
Social Security Number	Original document issued by the SSA or other federal/state/local government agency containing the name, SSN, along with other identifying information of the individual	Original Social Security Card issued by the SSA
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation number	INS card

<b>General Eligibility Items (continued):</b>		
<b>Item To Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-Carried Verification</b>
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if > 18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in-aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letter from suppliers, care givers, etc.	Bills and records or payment
Medical expenses	Letters from providers, Rx record from pharmacy, medical professional's letter stating assistance/companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

<b>Value Of and Income From Assets (Also Refer to Section 12.10):</b>		
<b>Item To Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-Carried Verification</b>
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in paper or from internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

<b>Income (Also Refer to Section 12.9):</b>		
<b>Item To Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-Carried Verification</b>
Earned Income	HUD's EIV system, other non-HUD system, letter or electronic report from employer	A Minimum of two (2) current and consecutive pay stubs
Self-employment	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if mother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony or Child Support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, worker's compensation, unemployment)	HUD's EIV system, other non-HUD system, letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating: enrollment or completion; if HUD-funded; if a Federal State, local government, or local program; if employment training; defined goals & objectives; supportive services; if payments are for out-of-pocket expenses incurred in order to participate in program; and date of 1 <sup>st</sup> job after program completion	Evidence of job start

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted all citizens/nationals and eligible noncitizens will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, U.S. passport, military ID, or other appropriate documentation. All eligible noncitizens must also provide their original INS documentation, a copy of which will be placed in the applicant's file. The Housing Authority will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS in order

that a manual check can be made of INS records.

Family members who do not choose to declare their citizen, national, or eligible noncitizen status must be listed on a statement of noneligible members and the head of the household must sign the list. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of twenty-four (24) months from the date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

##### **A. Initial Disclosure**

Each resident, except those age 62 or older as of January 31, 2010 and whose initial determination of eligibility began before January 31, 2010 (senior exemption), must disclose a valid Social Security number and provide the documentation necessary to verify each individual Social Security number, if the resident has:

1. Not previously disclosed a Social Security number;
2. Previously disclosed a Social Security number that was determined invalid by HUD or the Social Security Administration; or,
3. Been issued a new Social Security number.

Residents subject to the disclosure requirements as described above must submit complete and accurate Social Security numbers and the necessary verification documents at the next interim or regularly scheduled recertification of family composition and/or income.

##### **B. Subsequent Disclosure**

Once Social Security numbers have been disclosed and verified, the following rules apply:

1. Addition of a new household member who is at least 6 years of age or under **and has** a Social Security number.

Resident must provide a complete and accurate Social Security number for the requested new household member and the necessary verification documents at:

- a. The time of the request; or,
- b. At the time of processing the interim recertification of family composition that includes the new household member.

If the family is unable to provide the required documentation, the new household member will **not** be added to the family composition until the family provides such documentation. The Housing Authority is **not** permitted to generate an ALT ID for the affected household member. Failure to provide the necessary documentation will result in termination of assistance, tenancy, or both as outlined in Paragraph C below.

2. Addition of a new household member who is under the age of 6 **and has no** Social Security number.

Resident must provide a complete and accurate Social Security number for the requested new household member and the necessary verification documents within 90 calendar days of the new member being added to the household.

One additional 90-day extension shall be granted if the Housing Authority, at its discretion, determines that the resident's failure to comply was due to unforeseen circumstances that were outside resident's control.

During the period the Housing Authority is awaiting documentation of the Social Security number, the new member will be included as part of the assisted household and will be entitled to all the benefits of being a household member. The Housing Authority is **required** to generate an ALT ID for the affected household member. If, upon expiration of the provided time period, the resident fails to provide the necessary Social Security number documentation, the Housing Authority must terminate assistance, tenancy, or both as outlined in Paragraph C below.

3. Assignment of a new Social Security number.

Resident must provide a complete and accurate Social Security number for the requested new household member and the necessary verification documents at:

- a. The time of receipt of the new Social Security number;
- b. The next interim or regularly scheduled recertification; or,
- c. Such earlier time as specified by the Housing Authority.

A resident who qualifies for the senior exemption is exempt from the Social Security requirements for all future income examinations, even if the senior moves to a new HUD-assisted property.

#### C. Termination of Assistance/Tenancy

The Housing Authority must terminate the assistance, tenancy, or both, of a resident and the resident's household if the resident does not meet the applicable Social Security disclosure, documentation, and verification requirements.

Termination may be deferred to provide the resident with an additional 90 calendar days to comply with the Social Security requirements, but only if the Housing Authority, at its discretion, determines that:

1. The failure to comply was due to unforeseen circumstances that were outside resident's control; and,
2. It is likely that the resident would be unable to comply by the deadline.

Failure to comply with the Social Security requirements by the deadline specified in Paragraph C will result in termination of assistance or tenancy, or both, of the resident and the resident's household.

#### **12.5 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) days of admission or recertification. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. May be extended up to one hundred twenty (120) days with phone verification.

When an interim reexamination is conducted, the Housing Authority will verify and update all those elements reported to have changed.

## **12.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

Other information, including but not limited to, income, assets, deductions from income, family composition, and disability status will be verified at least once each year during the annual recertification process.

It is mandatory to use HUD's EIV system as a third party verification source for:

- A. All new admissions (within 120 days of admission date);
- B. All annual certifications; and,
- C. All interim certifications of family income and/or composition.

## **12.7 VERIFICATION OF VICTIM STATUS**

To qualify for the protections implemented by the Violence Against Women and Department of Justice Reauthorization Act of 2005, see the verification requirements outlined in Section 8.5(D).

## **12.8 VERIFICATION OF EXCLUDED INCOME**

There are two types of excluded income: fully excluded and partially excluded. Each category has different verification requirements as detailed in the following paragraphs.

### **A. Fully Excluded Income**

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination, such as food stamps and income from a live-in-aide. The Housing Authority is **not required** to:

1. Verify the income in accordance with the HUD-prescribed verification hierarchy;
2. Document the tenant file why third-party verification was not available; and
3. Report the income in Section 7 of the form HUD-50058.

The Housing Authority may accept an applicant or tenant's self-certification as

verification.

B. Partially Excluded Income

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income, such as earnings in excess of \$480 for full-time students 18 years or older. The Housing Authority is **required** to:

1. Verify the income in accordance with the HUD-prescribed verification hierarchy and comply with all applicable regulations pertaining to the determination of annual income, and
2. Report the income in Section 7 of the form HUD-50058.

**12.9 STREAMLINED DETERMINATION OF FIXED INCOME SOURCES FOR ANNUAL RECERTIFICATION**

Effective January 1, 2017, for any family member with a fixed source of income, the income determination for each fixed-income source shall be conducted by applying the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. Fixed-income includes periodic payments at reasonably predictable levels from one or more of the following sources:

1. Social Security, Supplemental Security Income (SSI), and Supplemental Security Disability Insurance (SSDI);
2. Federal, state, local, and private pension plans;
3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic payments; or,
4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

The COLA or current interest rate applicable to each source of fixed income must be obtained from a public source or from tenant-provided, third-party generated documentation. If no such verification is available, then third-party verification of the income amounts must be obtained.

Non-fixed sources of income remain subject to full income verification requirements. If a family member has both fixed and non-fixed sources of income, this streamlined income determination applies only to the fixed-income sources. Third-party verification of all



family income amounts must be obtained at least every 3 years.

Third-party verification of family income shall be obtained at admission to the Public Housing program, and whenever a family member is added to the household. At the next annual recertification following the addition of a family member with a fixed-income source, the Housing Authority may have to obtain third-party verification of all income amounts for that family member to keep all family members with fixed incomes on the same verification schedule.

#### **12.10 STREAMLINED DETERMINATION OF ASSETS FOR RECERTIFICATION OF INCOME**

Effective January 1, 2017, for the purposes of interim or annual recertification of income, a family's declaration that it has net assets equal to or less than \$5,000 shall be acceptable without the Housing Authority verifying the accuracy of the family's declaration or requesting supporting documentation. For each asset, the family's declaration must list:

1. The institution holding the asset (bank, broker, insurance company, etc.);
2. The type of asset (checking, savings, CD, bonds, insurance, property, etc.);
3. The cash value of the asset; and,
4. The expected income to be earned from each asset.

All family members 18 years of age and older are required to sign the family's declaration of total assets.

Third-party verification of family assets shall be obtained at admission to the Public Housing program, and whenever a family member is added to the household. At the next annual recertification following the addition of a family member, the Housing Authority shall obtain third-party verification of all family assets IF the addition of the family member's assets puts the family above the \$5,000 asset threshold. If the addition of the family member's assets does NOT put the family above the \$5,000 asset threshold, third-party verification is not required.

Third-party verification of all family assets must be obtained at least every 3 years.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **13.1 FAMILY CHOICE**

At admission and each year in preparation for their annual recertification, each family is given the choice of having their rent determined under the income-based formula method or having their rent set at the flat rent amount.

- A. Families who choose the flat rent will be required to go through the income recertification process every three (3) years, rather than the annual review they would otherwise undergo.
- B. Families who choose the flat rent may request to have a recertification and return to the income-based formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income-based formula method would be more financially feasible for the family.
- C. Families have only one (1) choice per year, except for financial hardship cases. In order for families to make informed choices about their rent options, the Housing Authority will provide them with the following information whenever they have to make rent decisions:
  - 1. The Housing Authority's policies on switching types of rent in case of financial hardship; and,
  - 2. The dollar amount of resident rent for the family under each option. If the family chose a flat rent for the previous year, the Housing Authority will provide the amount of income-based rent for the subsequent year only the year an annual reexamination is conducted or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME-BASED FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 30% of adjusted monthly income;

- B. 10% of gross monthly income;
- C. The welfare rent (if applicable); or,
- D. The \$50 minimum rent.

The family will pay the total tenant payment (TTP) less any applicable utility allowances.

### **13.3 MINIMUM RENT AND HARDSHIP EXEMPTION**

The minimum rent will apply when A, B, and C above are all below \$50.

An exemption from payment of the minimum rent will be granted if the family is unable to pay the minimum rent due to a financial hardship. The financial hardship exemption only applies to the payment of minimum rent; therefore, if an exemption is granted, the total tenant payment reverts to the highest of: 30% of adjusted monthly income, 10% of gross monthly income, or the welfare rent (if applicable). A hardship exemption cannot be requested if the calculated total tenant payment is higher than the minimum rent.

A financial hardship includes the following situations:

- A. The family has lost eligibility for, or is awaiting an eligibility determination for, a Federal, State, or local assistance program;
- B. The family would be evicted as a result of applying the minimum rent requirement;
- C. The family's income has decreased because of changed circumstances, including loss of employment;
- D. A death in the family has occurred; or,
- E. Other circumstances determined by the Housing Authority or HUD.

Requests for an exemption from payment of the minimum rent must be submitted in writing to the Project Manager, and the family must provide documentation of the hardship it is claiming.

Upon receipt of the family's request for hardship exemption, the minimum rent requirement will be suspended beginning the first of the month following receipt of such request and will continue until the Housing Authority determines whether there is a qualifying financial hardship as outlined above, and whether the hardship is temporary or long-term.

If it is determined that there is no qualifying hardship, the minimum rent requirement is reinstated retroactively to the time of suspension. The family must pay the back minimum rent within thirty (30) days of the determination. The family's failure to pay the back minimum rent will be cause for termination of the lease for nonpayment of rent.

A hardship exemption will not be granted if the hardship is determined to be a temporary hardship, which is defined as not exceeding a ninety (90) day period beginning on the date of receipt of the family's request for a hardship exemption. The family will not be evicted for nonpayment of rent on the basis of a temporary hardship.

During this ninety (90) day period, the family must demonstrate that the financial hardship is long-term. If the family demonstrates that the financial hardship is a long-term hardship, the family will be retroactively exempt from the minimum rent requirement and the exemption will continue until the hardship no longer exists. Repayment of the minimum rent for the period of the long-term hardship will not be required. If the family cannot demonstrate a long-term financial hardship, an exemption will not be granted and a repayment agreement (not to exceed six (6) months) will be offered for any minimum rent not paid during the ninety (90) day period.

Long-term exemptions will require that the Housing Authority process an interim certification retroactive to the initial date of suspension. The resident will be required to report the status of the exemption on a quarterly basis. A long-term hardship exemption will end when the qualifying hardship no longer exists. For example:

- A. A change in income triggers an interim certification in which the total tenant payment now exceeds the minimum rent requirement of \$50;
- B. The hardship was granted due to loss of monthly income (\$70 in child support), and then the family begins receiving monthly income (of at least \$70) from another or the same source, the original hardship ends.

Determinations will be made in a timely manner and all documentation will be retained in the resident's file.

### **13.4 THE FLAT RENT**

The Housing Authority has established flat rents for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, location, rent comparables, and Section 8 fair market rent values. The amount of the flat rent will be reevaluated annually and adjustments applied if necessary. Adjustments will be effective with the annual recertification and a thirty (30)-day notice (for more information on flat rents, see Section 15.3).

Effective June 1, 2014 in accordance with Public Law 113-76, the Consolidated

Appropriations Act of 2014, the Housing Authority must set flat rent amounts at no less than eighty percent (80%) of the applicable Fair Market Rent (FMR) adjusted, if applicable, to account for reasonable utility costs. Any increase in a family's rental payment as a result of changes to the flat rent amount will be subject to an annual cap of thirty-five percent (35%) of the family's current rental payment. The Housing Authority is not required to lower the flat rent amounts to eighty percent (80%) of the applicable Fair Market Rent (FMR) in years when the Fair Market Rent (FMR) decreases from the previous year.

The new flat rental amount will apply to all new admissions effective October 1, 2014. For families currently paying a flat rent, the new flat rental amount will be offered at the next annual recertification effective on or after October 1, 2014. Flat rent amounts will be reviewed annually, and revised if necessary no later than 90 days after the Department of Housing and Urban Development (HUD) issues new Fair Market Rents (FMR).

The Housing Authority will post the flat rents at each of the developments and at the administrative office, and are incorporated in this policy upon approval by the Board of Commissioners. Flat rents may be found in **Appendix 2**.

For families who are responsible for making utility payments directly to the utility company, the new flat rent amount will include an adjustment for reasonable utility costs. There is no additional utility allowance for families paying a flat rent.

### **13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to

November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus twenty-five percent (25%).

Effective January 1, 2017, the family's assistance is prorated in the following manner:

- A. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- B. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- C. 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").
- D. 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".
- E. 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".
- F. The mixed family total tenant payment is the maximum rent minus the amount of the eligible subsidy.
- G. Subtract any applicable utility allowance from the mixed family total tenant payment. The result of this calculation is the mixed family tenant rent.

When the mixed family's total tenant payment is greater than the maximum rent, the Housing Authority must use the total tenant payment as the mixed family total tenant payment.

### **13.6 UTILITY ALLOWANCE**

The Housing Authority shall establish a utility allowance for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority uses an engineering-based methodology versus a consumption-based methodology. Allowances will be evaluated annually and will be adjusted if they have changed by ten percent (10%) or more.

The utility allowance will be subtracted from the family's income-based formula rent, TTP (total tenant payment), to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

Utility allowance revisions are effective January 1<sup>st</sup> of each year and applied to certifications effective on or after that date.

For families who are responsible for making utility payments directly to the utility company, the new flat rent amount will include an adjustment for reasonable utility costs. There is no additional utility allowance for families paying a flat rent.

### **13.7 PAYING RENT**

Rent and other charges are due and payable on the first (1<sup>st</sup>) day of the month. All rents should be paid to the rent clerk on the date, time, and location to be specified in monthly posted/mailed notices. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash will be accepted. In addition, no rental payments will be accepted at the Administrative Office.

If rental charges are not paid in full by the tenth (10<sup>th</sup>) of the month, a Notice to Terminate will be issued to the resident. In addition, a late charge as specified in the Resident Charge List, will be assessed to the resident. If rental charges are not paid within fourteen (14) days from the date of the Notice to Terminate, or after final disposition of a grievance review requested by the resident, whichever occurs later, a Notice to Vacate will be issued. The Notice to Vacate shall state that the resident is to vacate the premises within ten (10) days of the delivery of the Notice to Vacate. If the rental charges are not paid or a payment agreement executed, and the resident has not vacated the unit, a Landlord/Tenant Complaint will be filed with the local Magisterial Office.

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

additional charge for processing costs. In addition, the Housing Authority may refuse to accept other payments by personal check.

### **13.8 APPLYING SOCIAL SECURITY ADMINISTRATION COST OF LIVING ADJUSTMENTS**

Each year during the month of October, the Social Security Administration announces the cost of living adjustment (COLA) by which federal SS and SSI benefits are adjusted to reflect the increase, if any. The federal COLA does not apply to state paid disability benefits.

Effective the day after the Social Security Administration has announced the COLA, the Housing Authority is **required** to factor in the COLA when determining SS and SSI annual income for all certifications of family income which have **not** yet been completed **and** will be effective January 1<sup>st</sup>.

### **13.9 FIXED-INCOME SOURCES FOR ANNUAL RECERTIFICATION**

For family members with a fixed source of income, the Housing Authority shall apply a streamlined determination of income as outlined in Section 12.9.

### **13.10 OVER-INCOME LIMITATION**

**In accordance with the Housing Opportunity Through Modernization Act (HOTMA) of 2016, the Housing Authority has adopted a policy that implements income limitations on families for the purposes of determining eligibility for continued occupancy as outlined in Section 14.9.**



## **14.0 CONTINUED OCCUPANCY**

### **14.1 COMMUNITY SERVICE**

In order to be eligible for continued occupancy, each adult family member must either:

- A. Contribute 8 hours per month of community service (not including political activities); or,
- B. Participate in an economic self-sufficiency program for 8 hours per month; or,
- C. Perform 8 hours per month of combined activities as previously described, unless they are exempt from this requirement.

The required community service or self-sufficiency activity may be completed at 8 hours each month or aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual recertification.

### **14.2 EXEMPTIONS**

The following adult family members of resident families are exempt from this requirement:

- A. Family members who are 62 years of age or older.
- B. Family members who are blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certifies that because of this disability, he or she is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members who are engaged in work activities as defined in Section 407(d) of the Social Security Act (42 U.S.C. Section 607 (d)):
  - 1. Employment (30 hours per week), job-search;
  - 2. On-the-job training, vocational educational training (not to exceed 12 months), job-skills training, community service; and
  - 3. Education related to employment of an individual who has not received a high school diploma or certificate of equivalency (GED), satisfactory attendance in a course of study leading to a certificate of equivalency (GED).

- E. Family members who meet the requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program, including a State-administered welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other State welfare program, including a State-administered Welfare-to-Work program and the Supplemental Nutrition Assistance Program (SNAP) and who are in compliance with that program.

Exemption status will be re-verified each year at the family's annual recertification. When a non-exempt person becomes exempt, it is his or her responsibility to report this to the Housing Authority and provide documentation to verify the exemption. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the Housing Authority within 10 calendar days, and will be required to comply with the Community Service requirement.

#### **14.3 NOTIFICATION OF THE REQUIREMENT**

The Housing Authority will identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first (1<sup>st</sup>) annual recertification on or after January 1, 2001. For families paying a flat rent, the obligation begins on the date their annual recertification would have been effective had an annual recertification taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual recertification.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Eligible community service activities includes, but are not limited to, serving at:

- A. Local public or nonprofit institutions, such as schools, Head Start Programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks or clothes closets distribution

donated goods;

- B. Non-profit organizations, such as Boy/Girl Scouts/Clubs; 4-H Clubs, Police Activities League, mentoring or education programs, Big Brothers/Sisters, garden centers, community clean-up programs, beautification programs;
- C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. PHA housing to improve ground or provide gardens (as long as such work does not alter the Authority's insurance coverage), or work through resident organizations to help other residents with problems, and serving on the Resident Advisory Board; and,
- F. Care for the children of other residents so parents may volunteer.

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

- A. Job readiness or job training while not employed;
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (administered through the Department of Labor), or other training programs;
- C. Higher Education (junior college or college);
- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;
- F. English as a second language and/or English proficiency classes; and,
- G. Budgeting and credit counseling.

**Community service does not include political activities.**

#### **14.5 THE PROCESS**

Upon admission, or at the first (1<sup>st</sup>) annual reexamination on or after January 1, 2001 and at each annual reexamination thereafter, the Housing Authority will do the following:

- A. Provide a list of volunteer opportunities and information about obtaining suitable volunteer positions to the family members.
- B. Provide volunteer time sheet to the participating agency of the family member's choice. Instructions for the time sheet require a supervisor of that agency to complete, date, sign and return the form(s) directly to the Housing Authority.
- C. Sixty (60) days before the family's lease term expires, the Housing Authority will determine whether each non-exempt family member is in compliance with the community service requirement.

#### **14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) who has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That at the end of the twelve (12) month term the lease will not be renewed, unless:
  1. The head of household and any other noncompliant household member enters into a written agreement as prescribed by the Housing Authority; or,
  2. The family provides assurance satisfactory to the Housing Authority that the noncompliant household member no longer resides in the unit.

#### **14.7 OPPORTUNITY FOR CURE**

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into a self-sufficiency program or to contribute to community service for as many hours as needed to comply with the requirement over the past twelve (12) month period. The cure shall occur over the twelve (12) month period beginning with the date of the agreement and the resident shall at the same time be in compliance with

the current year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made, and then to the cure agreement hours. All other household members who are subject to the service requirement must be currently complying with the service requirement, or are no longer residing in the unit.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in a self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Housing Authority shall take action to terminate the lease.

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the community service requirement, the Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

#### **14.9 OVER-INCOME LIMITATION**

In accordance with the Housing Opportunity Through Modernization Act (HOTMA) of 2016, the Housing Authority has adopted a policy that implements income limitations on families for the purpose of determining eligibility for continued occupancy. This policy may further be amended based upon publication of applicable HUD regulations. The over-income thresholds will be updated no later than sixty (60) days after HUD publishes new income limits each year.

- A. At annual or interim certifications, a family with an annual adjusted income exceeding 120% of the area median income (AMI) will be considered over-income and ineligible for continued occupancy, unless at least one (1) household member is receiving a mandatory earned income disregard (MEID).
- B. An over-income family may only remain in the assisted unit for twenty-four (24) consecutive months (grace period) after being determined over-income.
- C. At initial determination that a family is over-income, the Housing Authority will document the family file, begin tracking the family's over-income status, and notify the family, in writing, of its over-income status.
- D. Twelve (12) months after the initial determination, the Housing Authority will conduct a family certification. If the family's income exceeds the over-income threshold, the family will be notified that if it continues to be over-income for another twelve (12) consecutive months, the family will be subject the Housing Authority's over-income policies.

- E. Twenty-four (24) months after the initial determination, the Housing Authority will conduct a family certification. If the family's income continues to exceed the over-income threshold, the family will be notified of its new monthly rent based on the higher of:
  - a. The applicable fair market rent (FMR) for the assisted unit; or,
  - b. The amount of the monthly subsidy for the assisted unit as determined by HUD regulations.

The new monthly rent will be effective thirty (30) days after the Housing Authority's written notice to the family.

- F. If an over-income family experiences a decrease in income, the family may request an interim certification and redetermination of rent.
  - a. If the previously over-income family is now below the over-income limit, the family is no longer subject to the over-income provisions as of the effective date of the certification. The family will be notified that the over-income policies no longer apply to them.
  - b. If a family's income later exceeds the over-income threshold again, the family is entitled to a new twenty-four (24) month grace period.
- G. Although HOTMA permits housing authorities to evict or terminate the tenancy of families whose adjusted annual income exceeds the over-income threshold, the Housing Authority of the County of Armstrong will not exercise either of those options.

## **15.0 RECERTIFICATIONS**

At least annually, the Housing Authority will conduct a recertification of family income and circumstances. The results of the recertification determine: (1) the rent the family will pay, (2) whether the family is housed in the correct unit size, and (3) whether the family is eligible for continued occupancy.

### **15.1 GENERAL**

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual recertification, and scheduling an appointment. At the appointment, the family can make their decision regarding which rent method, income-based rent or flat rent, they will choose. The letter also includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise the family of a new date and time for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise the family that failure to attend the second scheduled interview will result in termination of the lease.

### **15.3 FLAT RENTS**

The annual appointment for flat rent payers regarding the recertification process will review the following:

- A. Each year at the time of the annual recertification, the family has the option of selecting a flat rent amount in lieu of completing the recertification process and having their rent based on their income.
- B. The amount of the flat rent
- C. A fact sheet about income-based rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.

- D. Families who opt for the flat rent will be required to go through the income recertification process every three years, rather than the annual recertification they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a recertification and return to the income-based formula method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income-based formula method would be more financially feasible for the family.
- F. The dates upon which the Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

**The opportunity to select the flat rent is available only once each year, at the annual recertification.**

#### ***15.4 THE INCOME-BASED FORMULA METHOD***

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income;



- C. The welfare rent; or
- D. The minimum rent of \$50.

### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RECERTIFICATIONS**

The new rent will generally be effective upon each resident's anniversary date of move-in with thirty (30) days notice to the family:

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a thirty (30) day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the recertification date.

If the family caused the delay, then any increase will be effective on the recertification date. Any reduction will be effective the first of the month after the rent amount is determined.

### **15.6 INTERIM RECERTIFICATIONS**

During an interim recertification, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Housing Authority between annual recertifications. If the family's rent is being determined under the income-based formula method, these changes will trigger an interim recertification. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. An increase in income that is a result of a change in the type and/or source of income.

New household members (other than the birth, adoption, or custody of a child) will not be added to the lease within the first six (6) months of a resident's admission to avoid concerns regarding the household's income- or occupancy-qualified status at admission. In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application stating

their income, assets, and all other information required of an applicant. The individual must comply with the Social Security number disclosure requirements described in Sections 8.0 and 12.0 and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority will determine the eligibility/suitability of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income-based formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 15.8 below.

When an assisted family breaks up, only one of the new families may continue to receive assistance. The new family may make an application for assistance, if the waiting list is open.

In the absence of a judicial decision or an agreement among the original family members, the Housing Authority will consider the following factors in determining which family will continue to receive assistance:

1. The interest of any minor children, including custody arrangements;
2. The interest of any ill, elderly, or disabled family members;
3. Any possible risks to family members as a result of domestic violence or criminal activity; and,
4. The recommendations of social service professionals.

Families are not required to, but may at any time, request an interim recertification based on a decrease in income or assets; an increase in allowable expenses, such as childcare or additional medical expenses; or other changes in family circumstances. Upon such request, the Housing Authority will take timely action to process the interim recertification and recalculate the resident's rent.

### **15.7 SPECIAL RECERTIFICATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (\$0 renters) or have a temporary decrease in income, the Housing Authority may schedule special recertifications every ninety (90) days until

the income stabilizes and an annual income can be determined.

**15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RECERTIFICATIONS**

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment as follows:

1. Rent increases will be effective the second (2<sup>nd</sup>) month after the reported change in income or circumstances, provided that the change was reported in accordance with section 15.6 above.
2. Rent decreases will be effective the month after the reported change in income or circumstances, provided that the change was reported in accordance with section 15.6 above.

If the resident has misrepresented or failed to report a change in income or circumstances upon which rent is based so that the rent being paid is less than what should be being paid, then the rent increase will be made retroactive to the month after the change in income or circumstances occurred. Failure to report accurate information is cause for termination of the lease.

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.
- G. To alleviate verified medical problems, hardships, or other undesirable conditions as determined by the Housing Authority.

Transfers will not be approved for a move to a dwelling unit of equal or larger size within a community or between communities except as outlined above. Transfers between housing programs will not be permitted.

### **16.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, a law enforcement matter particular to the neighborhood, or to reduce the risk of harm to a victim of domestic violence, dating violence, sexual assault, or stalking.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals as outlined in

the Deconcentration Policy, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem.

### **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

### **16.4 RESIDENTS IN GOOD STANDING**

Regular administrative transfers at the family's request will not be approved unless the family meets the following eligibility criteria:

- A. Have been a resident for at least one (1) year, and;
- B. The family is in compliance with their lease obligations and is current in the payment of all rental charges, and;
- C. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year.

### **16.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one (1) transfer for every five (5) admissions, whenever possible.

Upon offer and acceptance of a unit, the family will execute all leasing documents within two (2) days of being informed the unit is ready to rent. The family will be allowed ten (10) days to complete a transfer.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.

- B. If the transfer is being made at the Housing Authority's request and the family rejects without good cause, the Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request, in writing, to stay in the unit without being transferred so long as their occupancy will not exceed two people per sleeping room.
- C. If the transfer is being made at the Housing Authority's request and provides deconcentration incentives, and the offer is rejected, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, reject one (1) offer. After rejecting a second such offer without good cause, the family's name will be removed from the transfer list.

#### **16.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer will be the family's responsibility in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family;
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit in which the transferring family resides (The family without disabilities signed a statement to this effect prior to accepting the accessible unit at move-in); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

## **16.7 TRANSFER REQUESTS**

A resident may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the resident within ten (10) working days of receipt of the request to schedule a meeting.

The Housing Authority will grant or deny the transfer request in writing within ten (10) working days of receiving the request or holding the meeting, whichever is later, providing any necessary verifications have been received.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

## **16.8 RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

## **16.9 EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

The Housing Authority is concerned about the safety of its residents, and such concern extends to those residents who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), the Housing Authority allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of the Housing Authority to honor such requests, however, may depend upon a preliminary determination that the resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the Housing Authority has another dwelling unit that is available and is safe to offer the resident for temporary or more permanent occupancy.

This plan identifies residents who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to residents on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of

Housing and Urban Development (HUD), the Federal agency that oversees the Housing Authority's compliance with VAWA.

A. Eligibility for Emergency Transfers

A resident 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 they reasonably believe that there is a threat of imminent harm from further violence if they remain in the same unit. If the resident is a victim of sexual assault, they 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 resident requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

B. Emergency Transfer Request Documentation

To request an emergency transfer, residents shall submit a written request for a transfer to their respective property manager using Form HUD-5383, *Emergency Transfer Request For Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, and must provide a response to all Questions.

Any third-party documentation that demonstrates the resident's eligibility for an emergency transfer, should be submitted with the resident's request if it is safe to do so. Third party-documentation includes, but is not limited to: documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the resident has sought assistance; current restraining order or other court order or record; law enforcement report or record; communication records from the perpetrator of the violence or other individuals, such as emails, voicemails, text messages, and social media posts.

C. Confidentiality

All information, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and concerning a request for emergency transfer that is provided to the Housing Authority under this Section shall be retained in confidence, access shall be on a need-to-know basis, and shall not be entered into any shared database or provided to any related entity except to the extent that:

1. The victim requests or consents in writing to the disclosure on a time-



limited basis;

2. The disclosure is required for use in an eviction or termination action; or,
3. The disclosure is otherwise required by applicable law.

VAWA does not limit the Housing Authority's duty to honor court orders about access to or control of the property.

D. Communications

When communicating with residents who have requested an emergency transfer, the Housing Authority shall take precautions to avoid inadvertent disclosure of confidential information by requesting that the applicant submit in writing the acceptable methods of communication, such as via mail, voicemail, e-mail, telephone or other method as prescribed by the resident.

E. Emergency Transfer Timing and Availability

The Housing Authority cannot guarantee how long it will take to process a transfer request, or that a transfer request will be approved. If a transfer request is approved, the Housing Authority will act as quickly as possible to move a resident 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 it is reasonably believed that a proposed transfer would not be safe, the resident may request a transfer to a different unit. If a unit is available, the transferred resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred.

The Housing Authority may be unable to transfer a resident to a particular unit if they have not or cannot establish eligibility for that unit in accordance with the program requirements.

If the Housing Authority has no safe and available units that a resident is eligible for, the Housing Authority will assist the resident in identifying other housing providers who may have safe and available units to which they could move. Residents may seek a transfer to a unit that is assisted under their current housing program (internal transfer) and a unit that is assisted under a different housing program (external transfer) concurrently. The Housing Authority may accept and use the prior covered housing provider's determination of eligibility and screening and all related verification information.

At the resident's request, the Housing Authority will also assist them in contacting the local organizations offering assistance to victims of domestic violence, dating

violence, sexual assault, or stalking that are referenced in this plan.

F. Safety and Security of Residents

Pending processing of the transfer and the actual transfer, if approved and occurs, the resident is urged to take all reasonable precautions to be safe.

Residents 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).

Residents 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/>.

Residents who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:

Helping All Victims In Need (HAVIN)  
24-hour Hotline: 724-548-8888  
800-841-8881 (Toll-Free)  
<http://www.havinpa.org>

The Open Door  
24-hour Hotline: 724-465-2605  
877-333-2470  
<http://theopendoor.org>

G. Record Keeping and Reporting Requirements

The Housing Authority is required to keep confidential records of all emergency transfers requested under this plan, and the outcomes of those requests, and retain those records for a period of three years or for a period specified in the housing program regulations.

VAWA also requires that this information be reported to the Department of Housing and Urban Development (HUD) when the Housing Authority begins to provide emergency transfers and HUD is ready to accept such information.

## **17.0 INSPECTIONS**

### **17.1 MOVE-IN INSPECTIONS**

The Housing Authority and an adult member of the family will inspect the unit prior to commencement of occupancy. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

The resident will complete a "Resident Acceptance" report and a copy returned to the Housing Authority within three (3) days of the signing of the lease.

### **17.2 ANNUAL INSPECTIONS**

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### **17.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

These inspections are intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### **17.4 SPECIAL INSPECTIONS**

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

### **17.5 HOUSEKEEPING INSPECTIONS**

At least annually, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### **17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Housing Authority will give the resident at least two (2) days written notice.

### **17.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### **17.8 PRE-VACATE INSPECTIONS**

When a resident gives notice that they intend to move, the Housing Authority will schedule a pre-vacate inspection with the family. The inspection allows the Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority to ready units more quickly for the future occupants.

### **17.9 MOVE-OUT INSPECTIONS**

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **18.0 PET POLICY**

### **18.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### **18.2 PETS IN PUBLIC HOUSING**

The Armstrong County Housing Authority allows for pet ownership in its developments with written pre-approval. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority harmless from any claims caused by an action or inaction of the pet.

### **18.3 APPROVAL**

Residents must have prior written approval from the Housing Authority before moving a pet into their unit. Residents must complete a Pet Application (**appendix 3**), supply proof of inoculation, supply a picture of the pet, and submit a Pet Responsibility Card (see Section 18.8) before the Housing Authority will approve the request.

Residents will be refused pet admission if the Housing Authority determines that the pet is not a common household pet, keeping the pet would violate an applicable pet rule, the Resident has failed to submit the required initial pet registration or annual update information, or the resident is unable to fulfill their past or future obligations as a pet owner and/or are unable to adhere to the terms of the lease or pet rules. Resident shall receive written notice when a pet is refused admission, which shall include the reason(s) admission was refused.

Once a pet has been approved, the resident shall be issued a Pet Permit (**appendix 5**).

### **18.4 TYPES AND NUMBER OF PETS PERMITTED**

The Housing Authority will allow only common household pets. This means only domesticated animals, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Prohibited pets include, but are not limited to; reptiles (except turtles), and dangerous or intimidating dogs, such as pit bulls, dobermans, rottweilers, etc. If this definition conflicts with state or local law or regulation, the state or local law or regulation shall govern. Only one (1) dog or cat, one (1) fish bowl or tank, or one (1) cage with not more than two (2) birds, rodents or turtles will be permitted per unit.

### **18.5 PET DEPOSIT**

A security deposit of \$99.00 will be required for all pets. The security deposit must be paid at the time the pet has been approved for admission. Upon vacancy or permanent removal of the pet, the security deposit shall be refunded within thirty (30) days, less any costs for repairs for damages to the unit caused by the pet and/or fumigation services for flea removal. For all units occupied by a pet that is normally not confined to a cage, inspection for flea infestation will be a standard procedure with the cost being deducted from the security deposit.

### **18.6 FINANCIAL OBLIGATION OF RESIDENTS**

Resident's liability for damages caused by the pet is not limited to the amount of the security deposit. The resident will be required to reimburse the Housing Authority for the real cost of any and all damages caused by the pet that exceed the security deposit. Any infestation of the unit while occupied by a pet will be the responsibility of the resident and the Housing Authority reserves the right to exterminate and charge the resident.

### **18.7 INSURANCE COVERAGE**

Liability insurance is not mandatory; however, it is highly recommended. The resident may arrange for such insurance for their own protection against liability from suit by another resident visitor in the event of an accident involving their pet. Renter's insurance may be needed against possible damage to the unit. Renter's insurance is not expensive, and the Housing Authority encourages this coverage for all units, especially those with pets.

### **18.8 PET RESPONSIBILITY CARD**

Prior to admission, the resident must submit a signed responsibility card (**appendix 4**) showing the name, address, and phone number of two (2) local persons who will remove the pet in the event of the resident's illness, vacation, or death. The responsible persons(s) shall not reside, or leave the pet unattended, in the resident's unit. Persons so named will be responsible in the order of their names on the pet responsibility card. **The pet responsibility card shall be renewed each year at annual recertification.**

In the event that the resident becomes incapacitated or is no longer able to care for the pet, the person(s) designated on the pet responsibility card must remove the pet. In the absence of the designated persons' availability, the Housing Authority will place the pet with the local animal shelter, or other state or local animal enforcement agency.

### **18.9 NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in a such a manner as to prevent odors

and any other unsanitary conditions in the resident's unit and surrounding areas. Repeated substantiated complaints by neighbors or Housing Authority staff members regarding pets disturbing the peace through noise, odor, animal waste, or other nuisance shall result in the resident having to remove the pet or vacate the unit.

Pets that make noise continuously and/or incessantly for a period of ten (10) minutes, or intermittently for one-half hour or more, to the disturbance of any person at any time of the day or night shall be considered a nuisance.

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the residents as a whole, the resident shall be required to remove the pet immediately.

#### **18.10 DESIGNATION OF PET AREAS**

Pets must be kept in the resident's unit, or on a leash at all times when outside the unit, unless they are in an approved pet carrier. Pets should be held and carried through the building even if on a leash.

Residents shall not alter their unit, porch, balcony or hallway in any way as to create an enclosure for the pet. Outside enclosures are prohibited, and pets must not be tied or left unattended outside of the resident's unit.

With the exception of assistive animals, no pets shall be allowed in any common area, including but not limited to, community room, laundry room, public restroom, lobby, hallway, or management office. Pet owners must use the nearest accessible exit when taking their pet outside.

Only one (1) pet is allowed in the elevator at a time. Pets are not permitted to be on floors other than the first floor, their own unit floor, or in other residents' units for any reason. These rules are necessary to accommodate residents who have allergic or phobic reactions to pets.

In the event the pet deposits hair, mud, snow, water, or animal waste in the building, the resident must immediately clean it up.

#### **18.11 VISITING PETS**

Visiting pets are not permitted, unless they are assistive animals aiding persons with disabilities (i.e. seeing eye dogs), without specific written permission from the Housing Authority. If such permission is granted, all pet rules will apply to the visiting pet while on Housing Authority property.

### **18.12 PET WASTE**

Pet waste must be properly disposed of. Pet waste of all types, including litter box and cage cleaning, must be put in a tightly fastened, heavy-duty plastic bag and placed in an outside trash receptacle. At no time shall pet waste be placed in the trash chute or any wastebasket inside the building, or flushed down the commode.

A \$5.00 charge shall be levied each time the resident fails to remove pet waste in accordance with the pet policy.

### **18.13 UNIT INSPECTIONS AND WORK ORDER REQUESTS**

Housing Authority personnel shall not be permitted to enter the unit occupied by a pet that is normally not confined to a cage, unless the resident is home. The pet must be on a leash and/or under resident's control at all times while the staff member is in the unit. Any problems noticed at this time, such as damage or odors, shall be rectified by the resident within ten (10) working days. If the resident has not arranged for repairs and/or extermination within that time period, the Housing Authority will make the necessary repairs and/or exterminate at the resident's expense.

Regular pest control spraying will not be waived because a pet occupies a unit. It is the responsibility of the resident to remove the pet, or otherwise contain the pet, so that the pest control spraying may be conducted.

### **18.14 MISCELLANEOUS**

If a pet should become loose while outside of the resident's unit, recapture of the pet is the sole responsibility of the resident. The Housing Authority will not be involved or take responsibility for such recapture.

Pet bedding shall not be washed in any common laundry facility.

If a pet causes harm to any person, the resident shall be required to permanently remove the pet from the premises within twenty-four (24) hours of written notice from the Housing Authority, and may be subject to lease termination.

If any other conditions of the pet rules are violated, the resident shall be required to remove the pet from the premises within ten (10) working days from the date of the notice from the Housing Authority, and may be subject to lease termination.

Residents shall provide adequate care, nutrition, exercise, and medical care for the pet. Pets which appear to be poorly cared for, or which are left unattended for an extended period of time, will be reported to the local animal enforcement agency and will be removed from the premises at the resident's expense.



Pets must be healthy and free of disease at all times. If for any reason a pet is suspected of being infested with a parasite of any type, or otherwise unhealthy, the resident shall be required to take the pet immediately to the veterinarian for examination. A veterinarian's certification will be required verifying that the pet is parasite-free, or otherwise treated, before the pet returns to the unit.

Should a pet expire on Housing Authority property, it is the responsibility of the resident to properly dispose of the pet immediately. The pet may not be buried or otherwise disposed of in or on Housing Authority property.

### **18.15 SPECIFIC PET REQUIREMENTS**

#### **A. Dogs**

Dogs must be at least six (6) months old and be completely housebroken. Proof that the dog has been neutered or spayed must accompany the pet application.

Proof that the dog is currently licensed must accompany the pet application and be **supplied to the Housing Authority annually at recertification thereafter**.

The dog must wear a collar at all times displaying a current license tag, rabies tag, and name/address tag. The Housing Authority recommends the use of some type of flea control product.

Proof that the dog is currently inoculated against rabies and DHLPPC must accompany the pet application and be **supplied to the Housing Authority annually at recertification thereafter**.

The dog cannot exceed fourteen (14) inches tall at the top of the shoulder, or exceed twenty (20) pounds in weight when it is considered full grown. In the case of a six (6) month old dog, a veterinarian's certification will be required verifying that, normally, this type of dog will not exceed the size requirements, as listed above, when fully grown.

Dogs may not be left unattended for extended periods of time.

#### **B. Cats**

Cats must be at least two (2) months old and be completely litter box trained. Proof that the cat has been neutered or spayed must accompany the application.

The cat must wear a collar at all times displaying a rabies tag and name/address tag. The Housing Authority recommends the use of some type of flea control product. Proof that the cat is currently inoculated against FVRCP, rabies and

Feline Leukemia must accompany the pet application and be **supplied to the Housing Authority annually at recertification thereafter.**

Residents must use a standard cat litter box, which is to be cleaned daily. The cat litter shall be replaced at least once a week. Cats may not be left unattended for extended periods of time.

C. Birds

Cages shall be of an appropriate size, and are to be cleaned daily. Birds must be caged at all times.

Birds may not be left unattended for extended periods of time, unless arrangements for daily care have been made by the resident.

D. Fish

Fish tanks shall not exceed ten (10) gallons.

Fish bowls must be cleaned at least once a week, and fish tanks must be cleaned at least once a month. Waste water from the bowl or tank should be disposed of in the commode using extreme caution not to flush any gravel or ornaments from the bowl or tank down the commode.

Any water damage to the resident's unit, or any unit under the resident's unit, due to carelessness in cleaning, refilling, or breakage of the bowl or tank shall be charged to the resident.

Fish may not be left unattended for extended periods of time, unless arrangements for daily care have been made by the resident.

E. Rodents

The only rodents permitted shall be hamsters, gerbils, guinea pigs, and rabbits.

Cages must be of an appropriate size, and rodents must be caged at all times.

Cages must be cleaned daily and soiled bedding replaced at least once a week.

Rodents may not be left unattended for extended periods of time, unless arrangements for daily care have been made by the resident.

## **18.16 VIOLATION PROCEDURES**

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of the pet policy.

### **A. Notice of Pet Policy Violation**

If the Housing Authority determines that a resident has violated the Pet Policy, a written notice shall be issued to the resident which:

1. Contains the rule(s) which has(have) been violated; and
2. States that the resident shall have ten (10) working days from the date of the notice to correct the violation (including, in appropriate circumstances, the removal of the pet), or to make a written request for a meeting to discuss the violation, and be accompanied to the meeting by another person of his/her choice; and
3. States that the resident's failure to correct the violation, to request a meeting, or to appear at a requested meeting, shall result in the initiation of the procedures to have the pet removed, to terminate the resident's tenancy, or both.

### **B. Meeting with the Resident**

If the resident makes a timely request, a meeting will be scheduled to discuss the violation. The meeting will be scheduled within fifteen (15) working days from the receipt of resident's request, unless both parties agree to a later date. At this meeting, an attempt to correct the violation will be discussed, and the resident may be given additional time to correct the violation.

### **C. Notice for Pet Removal**

If the Housing Authority and the resident have failed to reach an agreeable arrangement, or the resident has failed to correct the pet policy violation(s) within the time period provided, including any additional time afforded by the Housing Authority as a result of the Pet Policy Violation Meeting, the Housing Authority shall issue a written notice to the resident which:

1. Contains the rule(s) which has(have) been violated; and
2. States that the resident must remove the pet within ten (10) working days from the date of the notice; and

3. States that the resident's failure to remove the pet shall result in the initiation of the procedures to have the pet removed, terminate the resident's tenancy, or both.

## **19.0 REPAYMENT AGREEMENTS**

When a resident gets behind on current rent and/or other charges such as, maintenance fees, late fees, appliance fees, etc., the resident may request a repayment agreement. The Housing Authority has the sole discretion of whether to accept such an agreement. Repayment agreements executed for the reasons described above must assure that the full payment is made within a period not to exceed twelve (12) months.

When it is determined that a resident has unreported or underreported family income, a retroactive rent will be calculated as far back as the Housing Authority has retained documentation of family reported income. Residents are required to reimburse the Housing Authority for this retroactive amount. Residents have the option to repay the retroactive rent amount as follows:

- A. In a lump sum;
- B. In monthly installments; or
- C. A combination of A and B.

If the resident requests a repayment agreement, the monthly retroactive rent payment plus the amount of rent the resident pays at the time the repayment agreement is executed will not exceed forty percent (40%) of the family's monthly adjusted income.

All repayment agreements must be in writing and signed by both parties. If a resident refuses to enter into a repayment agreement to satisfy an outstanding balance, or fails to comply with the repayment agreement terms, the Housing Authority will terminate the family's assistance. HUD does not authorize any Public Housing Agency-sponsored amnesty or debt forgiveness programs.

## **20.0 TERMINATION**

### **20.1 TERMINATION BY RESIDENT**

The resident may terminate the lease at any time upon submitting a thirty (30) day written notice. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period. If the keys are returned after the thirty (30) day notice expires, rent will be charged up to and including the day the manager receives the keys. In the case of a death, rent is charged up to and including the day the keys are returned to the manager. If the resident submits a notice to vacate that is longer than thirty (30) days, and the resident returns the keys before that period expires, the resident will be responsible for rent through the end of the notice period.

### **20.2 TERMINATION BY THE HOUSING AUTHORITY**

After January 1, 2001, the Housing Authority 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 proceedings will begin.

The Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments (four times in a six month period);
- C. Failure to provide timely and accurate information regarding family composition, income and asset information, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner, or destruction of the property;
- F. Any violent criminal or drug-related activity on or off the premises. The manufacture of any controlled substance such as, methamphetamine, on the premises of the Housing Authority will result in immediate and permanent termination of tenancy;
- G. Any activity, including but not limited to disorderly behavior and alcohol abuse, that interferes with or disturbs the peaceful enjoyment of their neighbors;
- H. Failure to act in a cooperative manner with Housing Authority staff;

- I. Fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- J. Violation of a condition of probation or parole under Federal or State law;
- K. Determination or discovery that a member of the assisted family is subject to State lifetime sex offender registration, or was erroneously admitted (the individual was subject to a lifetime registration requirement at admission and was admitted after June 25, 2001). The Resident family will be offered the opportunity to remove that individual from the household. If the Resident family is unwilling to do so, the Housing Authority shall pursue immediate termination of tenancy for the entire family.
- L. Non-compliance with the Smoke-Free Housing Policy effective July 1, 2018;
- M. Other good cause.

When terminating tenancy, notice will be issued to the resident including the date the tenancy will terminate, the reason for termination, advisement that if the resident remains in the unit on the specified termination date that court action may be pursued, and the resident's right to request a discussion with the Housing Authority regarding the termination. This notice shall be served by first class mail to the resident at the assisted unit and/or by delivering a copy to an adult family member in the unit. If no adult family member receives the notice, the notice may be served by placing it under, or affixing it to, the door of the assisted unit. The notice is deemed to have been received by the resident on the later of the date the first class letter is mailed or the date the notice is properly given by personal delivery.

The Housing Authority shall notify the U.S. Postal Service when an individual or family has been evicted for criminal activity in an attempt to keep the evicted individual(s) from returning to the property for the purpose of retrieving their mail.

### **20.3 PROTECTIONS UNDER VIOLENCE AGAINST WOMEN ACT**

This section shall implement provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and violence Against Women Reauthorization Act of 2013 (VAWA 2013) regarding domestic violence, dating violence, sexual assault and stalking as defined (see Glossary for definitions). Notwithstanding its title, VAWA is gender-neutral, and its protections are available to males who are victims of domestic violence, sexual assault, dating violence, or stalking as well as female victims of such violence. Guests, unassisted members, and live-in aides of the resident family are ineligible for VAWA protections.

A. Lease Termination/Eviction

1. An incident or incidents of actual or threatened domestic violence, sexual assault, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim; and, shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence;
2. Criminal activity directly related to domestic violence, sexual assault, dating violence, or stalking engaged in by a member of the resident's household or any guest or other person under the resident's control shall not be cause for termination of tenancy or occupancy rights, if the resident or an affiliated individual of the resident is the victim or threatened victim of such violence.

This section does not prohibit the Housing Authority from terminating tenancy or occupancy rights:

1. For any violation of the lease unrelated to an incident(s) of domestic violence, dating violence, sexual assault, or stalking. However, the victim of such violence shall not be held to a more demanding standard than non-victims;
2. If it can show an actual and imminent threat to other residents, neighbors, guests, their employees, persons providing services to the development, or others if the victim's tenancy is not terminated.

When requested, in writing, a resident whose history includes incidents of domestic violence, dating violence, sexual assault, or stalking may ask that the Housing Authority consider mitigating circumstances before terminating tenancy, such as non- or late payment of rent or damages to the unit. The Housing Authority may, but shall not be obligated to, consider such information when terminating tenancy or occupancy rights for non-violent lease violations. If a termination is required by a federal statute, based on a particular adverse event, the Housing Authority must comply with that statute even if the adverse event is a direct result of domestic violence, dating violence, sexual assault, or stalking.

If the resident makes such a request, the Housing Authority shall be entitled to conduct inquiries as are necessary to verify the victim's claim and its relevance to the termination of tenancy or occupancy rights. No consideration shall be given to mitigating circumstances if the resident household includes a perpetrator of a previous incident of domestic violence, dating violence, sexual assault, or stalking.

B. Lease Bifurcation

The Housing Authority may bifurcate a lease to evict or remove any individual who is a resident or lawful occupant, who engages in criminal acts of physical violence



against family members or others without terminating tenancy or occupancy rights of, or otherwise penalizing, the victimized resident or lawful occupant.

If the removed resident or lawful occupant was the sole resident eligible to receive housing assistance, the Housing Authority shall provide any remaining resident a period of thirty (30) calendar days from the date of bifurcation of the lease with the opportunity to establish eligibility for housing assistance under the same program, another covered housing program, or find alternative housing.

When notified, the Housing Authority shall honor court orders addressing the 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 when the family breaks up.

C. Actions Against a Perpetrator

The Housing Authority may trespass a perpetrator from its property. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault, or stalking including, but not limited to:

1. Obtaining and enforcing a restraining or no contact order, or order for protection against the perpetrator;
2. Obtaining and enforcing a trespass against the perpetrator;
3. Preventing the delivery of the perpetrator's mail to the victim's unit;
4. Providing identifying information as required in Paragraph D below; and,
5. Other reasonable measures.

D. Documentation of Victim Status

In order to qualify for the protections implemented by VAWA, the Housing Authority shall request in writing that the incident(s) of actual or threatened domestic violence, sexual assault, dating violence, or stalking claimed by the resident or member of resident's household be documented. Documentation may be accomplished in one of the following ways:

1. By completing form HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation* for each claimed incident. The form may be completed by the victim or by someone acting on the victim's behalf.

The information the victim shall provide includes, but is not limited to:

- a. Name of perpetrator, physical and/or mailing address, and any other contact information such as telephone or facsimile number, and e-mail or internet address, only if it is safe to provide and is known to the victim; and,
  - b. The date, time, and description of the incident; or,
2. By providing documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury that he or she believes that the incident(s) in question occurred and meet the definitions provided at 24 CFR 5.2003; or,
  3. By providing a Federal, State, tribal, territorial, local police, court, or administrative agency record describing the incident(s) in question.

E. Time to Submit Documentation

Documentation must be received within fourteen (14) business days after the date that the resident received the Housing Authority's written request for documentation. During this period, no adverse actions shall be taken against the resident or member of resident's household.

The receipt of conflicting information from more than one household member, each claiming to be the victim and naming one or more of the other household members as the perpetrator, the Housing Authority shall require third-party documentation be submitted within thirty (30) calendar days from the Housing Authority's request for third-party documentation, as explained in Paragraph D.2 and D.3 above, in order to resolve the conflict. The Housing Authority must honor any court order presented as it relates to certification under this Section.

Compliance with the certification requirement of this Section shall not alone be sufficient to constitute evidence of an unreasonable act or omission by the Housing Authority, and does not preempt any Federal, State, or local law that provides greater protection for victims.

F. Failure to Provide Verification

If the resident does not provide the requested information within the outlined time-frame(s), or the documentation submitted does not meet certification criteria, none

of the protections afforded under VAWA shall apply, and the Housing Authority shall terminate tenancy or occupancy rights based on any adverse actions considered lease violations as outlined in Section 20.2.

A request for information shall be sent to the victim via first-class mail, return receipt requested unless the victim feels that the delivery of such mail may place him/her at risk. In this case, the victim may come into the Administrative Office to pick up any documents or forms. Other methods of delivery that do not place the victim at risk may be arranged on a case-by-case basis.

G. Confidentiality

All information, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, that is provided to the Housing Authority under this Section shall be retained in confidence, access shall be on a need-to-know basis, and shall not be entered into any shared database or provided to any related entity except to the extent that:

1. The victim requests or consents to the disclosure in writing on a time-limited basis;
2. The disclosure is required for use in an eviction or termination action; or,
3. The disclosure is otherwise required by applicable law.

VAWA does not limit the Housing Authority's duty to honor court orders about access or control of the property.

H. Communications

When communicating with residents who have requested VAWA protections, the Housing Authority shall take precautions to avoid inadvertent disclosure of confidential information by requesting that the resident submit in writing the acceptable methods of communication, such as via mail, voicemail, e-mail, telephone or other method as prescribed by the resident.

I. Notification of Rights

Residents are notified of the rights afforded to victims of domestic violence, dating violence, sexual assault, or stalking under VAWA by providing form HUD-5380, *Notice of Occupancy Rights Under the Violence Against Women Act* to each adult resident no later than December 16, 2017 AND with lease termination and eviction notices.

## **20.4 ABANDONMENT**

The Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, the Housing Authority will take possession of the unit and remove any abandoned property. It will be stored in a reasonably secure place for thirty (30) days from the date the Housing Authority took possession. A notice will be mailed to the resident stating the date that the Housing Authority has taken possession of the unit, that the property is being stored for thirty (30) days, and how to make arrangements to obtain the stored property. If the Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If after the thirty (30) days the resident has not claimed the property, the Housing Authority will sell or dispose of the property at the resident's expense. Any money raised by the sale of the property will offset money owed by the family, such as back rent, damage charges, and the cost of storing and selling the property. If there is any money remaining and the family's forwarding address is known, the Housing Authority will mail it to the family. If the family's address is not known, the Housing Authority will keep it for the resident for one (1) year. If it is not claimed within that time, it belongs to the Housing Authority.

## **20.5 REFUND OF SECURITY DEPOSIT**

After a family moves out, the Housing Authority will refund the security deposit within thirty (30) days and/or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Security deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment and/or statement are deposited in the U.S. mail with first class postage within thirty (30) days after the vacate date.

If State law requires the payment of interest on security deposits, it shall be complied with.

## **21.0 ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM**

Effective January 31, 2010, housing agencies are required to use HUD's EIV system in its entirety: (i) as a third party source to verify tenant employment and income information during mandatory recertifications of family composition and income, and (ii) to reduce administrative and subsidy payment errors. Failure to use the EIV system may result in the imposition of sanctions and/or the assessment of disallowed costs associated with any resulting incorrect subsidy or tenant rent calculations, or both.

### **21.1 GENERAL**

The EIV system is a computer matching initiative between HUD, the Department of Health and Human Services (HHS), and the Social Security Administration (SSA). Data available in EIV is:

- A. Social Security Administration
  - 1. Social Security benefits
  - 2. Supplemental Security Income (SSI) benefits
  - 3. Dual Entitlement benefits
  - 4. Medicare premium information
  - 5. Disability status
  
- B. National Directory of New Hires (NDNH)
  - 1. New hires (W-4)
  - 2. Quarterly wages for federal and non-federal employees
  - 3. Quarterly unemployment compensation benefits

Tenant information is collected using form HUD-50058, *Family Report* and submitted to the Public and Indian Housing Information System (PIC). The tenant data is then uploaded to the EIV system, where a pre-screening of personal identifiers (social security number, last name and date of birth) is conducted prior to matching with the SSA and NDNH databases. Tenants who do not pass this pre-screening due to a missing or invalid personal identifier are not sent for the identity match.

### **21.2 CONSENT FOR THE RELEASE OF INFORMATION**

- A. Applicants

The only EIV report applicable to applicants is the Existing Tenant Search, which does not require form HUD-9886, *Authorization for the Release of Information/Privacy Act Notice*.

## B. Tenants

Before accessing the income reports in EIV for an individual, form HUD-9886 *Authorization for the Release of Information/Privacy Act Notice* must be on file. The forms must be signed and dated by:

1. Each adult member of a household regardless of whether or not he or she has income;
2. Each adult member of a household must sign and date at move-in, initial and annual recertification; and,
3. Within ten (10) business days of a family member's eighteenth birthday.

The form HUD-9886 is valid for 15 months from the date of signature. The form limits the Housing Authority from requesting information about a tenant to "within the last 5 years when the tenant received assistance".

## C. Disclosing an individual's information to another person or entity

The Federal Privacy Act prohibits the disclosure of an individual's information to another person without the written consent of such individual. The EIV data of an adult household member may not be shared with another adult household member, unless the individual has provided written consent to disclose such information. However, the Housing Authority is not prohibited from discussing with the head of household and showing the head of household how the household's income and rent were determined based on the total income reported and verified.

### **21.3 REPORTS**

#### A. Income Reports

The Housing Authority will obtain income information from EIV (as listed in Section 21.1) at the time of annual recertification, interim certification of family income and composition, when investigating a report of income not previously reported, to resolve a report of discrepancy of income, and to confirm/validate the family-reported income of new admissions.

The Housing Authority will obtain independent third party verification to be used to compliment EIV data when:

1. The tenant disputes the EIV data;

2. The tenant is unable to provide acceptable and current income documentation;
3. There is incomplete EIV data for a tenant; or,
4. There is no EIV data for a tenant.

B. Income Discrepancy Report

At least quarterly, the Housing Authority will review and resolve any discrepancies in income as reported on the Income Discrepancy Report. This report lists households whose income reported in EIV is \$2,400 or more than the income reported by the family and transmitted to PIC on the form HUD-50058.

The Discrepancy Report will be printed and retained in the tenant file along with details on the resolution of the reported discrepancy, regardless of whether the discrepancy was found to be valid or invalid.

C. No Income Report

This report is a listing of tenants who passed the identity match, but no income information was received from the SSA or NDNH records. The Housing Authority will review this report at least quarterly.

D. New Hires Report

This report provides employment information on tenants who have started new jobs within the last six months and is updated monthly. The Housing Authority will review this report at least quarterly.

E. Verification Reports

1. Existing Tenant Search

The Housing Authority will use this report at the time of processing an application to determine if the applicant or any applicant household member is currently residing in another subsidized location.

2. Multiple Subsidy Report

The Housing Authority will use this report on a monthly basis to identify any household member, regardless of age, who may be receiving multiple rental subsidies.

3. Deceased Tenant Report

The Housing Authority will use this report on a monthly basis to identify any tenant who is participating in a rental assistance program and who is being reported by the SSA as deceased.

4. Identity Verification Reports

The Housing Authority will use these reports on a monthly basis to clear up any invalid, discrepant or missing information in the PIC database. There are two types of Identity Verification Reports:

a. Failed EIV Pre-Screening Report

This report provides a list of tenants who have invalid or missing personal identifiers (SSN, last name, DOB).

b. Failed Verification Report

This report provides a list of tenants who have invalid or missing personal identifiers, and identifies deceased household members.

The Housing Authority will obtain third party documentation to support the tenant's personal identifiers and the accuracy of the information on form HUD-50058, and correct any discrepant information within thirty (30) calendar days so the tenant will be included in future identity matches. Tenant will have to contact the SSA to correct any inaccurate data in their databases if the personal identifiers are correct on form HUD-50058.

**21.4 INVESTIGATING AND RESOLVING INCOME DISCREPANCIES**

The Housing Authority will investigate and confirm possible discrepancies and errors by obtaining third party verification. No adverse action will be taken against a tenant based solely on the EIV data. The Housing Authority will discuss with the tenant the results of the third party verification and make a determination of whether or not the tenant knowingly provided incomplete or inaccurate information. Where fraud is suspected, the Housing Authority may report the tenant to the HUD OIG Office of Investigation.

If the tenant has unreported or underreported his/her income, the Housing Authority will go back to the time the unreported or underreporting of income started, or as far back as it has retained documentation of family-reported income, and calculate the



difference between the rent the tenant was charged and the rent he/she should have been charged.

Tenants are obligated to reimburse the Housing Authority if they have been charged less rent than required by the rent formula due to underreporting or failure to report income. Repayment may be made in a lump sum, by entering into a repayment agreement, or a combination of both. Tenants who do not reimburse the Housing Authority will be terminated from the program. Tenants may also be required to repay funds to the Housing Authority due to a Civil action taken by the Housing Authority, or Court action as a result of an IG investigation. HUD does not authorize any amnesty or debt forgiveness programs.

### **21.5 RETENTION OF EIV DATA**

Income reports obtained from EIV that are used as third party verification, and any tenant provided documentation, or other third party verification, will be retained in the tenant file for the term of tenancy plus three years after tenancy is terminated.

Once the retention period has expired, the data will be disposed of by burning, pulverizing, or shredding to prevent unauthorized access to the tenant's personal information.

### **21.6 SECURITY OF EIV DATA**

The information in EIV is covered by the Privacy Act and may only be used for limited official purposes.

#### **A. Official Purposes**

1. Verifying income by the Housing Authority at the time of recertification.
2. Contract Administrators (CAs) and HUD staff for monitoring and oversight of the recertification process.
3. Independent Public Auditors (IPAs) when hired by the Housing Authority to perform a financial audit, for use in determining the Housing Authority's compliance with income, rent and subsidy calculations.

Restrictions on disclosure requirements for IPAs:

- a. Can only access EIV income information within hard copy files and only within the offices of the Housing Authority;
- b. Cannot transmit or transport EIV income information in any form;

- c. Cannot enter EIV income information on any portable media;
- d. Must sign non-disclosure oaths that EIV income information will be used only for the purpose of the audit; and,
- e. Cannot duplicate or re-disclose EIV income information to any unauthorized user.

B. Non-Official Purposes

- 1. Sharing information with governmental entities not involved in the recertification process used for HUD's assisted housing programs, such as the LIHTC, RHS Section 515 programs, Welfare Office, etc.
- 2. Service Coordinators, even if the tenant signs a release of information consent form authorizing the Service Coordinator to have access to their file.

Unauthorized disclosure will result in a felony conviction and fine up to \$5,000 or imprisonment up to five years, as well as civil damages. Unauthorized inspection will result in a misdemeanor penalty of up to \$1,000 and/or one year imprisonment, as well as civil damages.

**21.7 RULES OF BEHAVIOR**

A. Users with EIV system access

User must adhere to the Rules of Behavior signed at the time of requesting EIV access. The signed initial and current access authorization forms containing the Rules of Behavior must be kept on file, and upon request, made available to the entity monitoring EIV compliance.

B. Users without EIV system access

Individuals, e.g. Housing Authority staff, CAs, IPAs and service bureau staff who do not have access to the EIV system, but who view or use EIV data/reports provided by authorized users in order to perform their job functions, must adhere to the Rules of Behavior, which must be kept on file and made available to the EIV compliance monitoring entity upon request.

**21.8 SECURITY TRAINING**

Users with EIV system access, as well as users without EIV system access, will attend

annual in-house security training and will also participate in HUD sponsored EIV training when available. In order to have access to the EIV system, users must complete any applicable online Security Awareness Training Questionnaires for assisted housing programs upon initial access to the system and as required by HUD thereafter.

All users will maintain EIV information in a confidential matter as prescribed in the Security Training and Housing Authority information security procedures.

### **21.9 INCORRECT EIV INFORMATION**

Only the source or originator of EIV information can correct a data error in the EIV system. Once the data is corrected, HUD will obtain the updated information during the next computer matching process. Below are the procedures to follow regarding incorrect EIV information:

#### **A. Employment and Wage information**

The employer reports information to the local State Workforce Agency (SWA), who reports it to Health and Human Services' (HHS') National Directory of New Hires (HDNH) database.

If the tenant disputes information, the tenant has to contact the employer, in writing, to dispute the information and request that the employer correct the erroneous information. The tenant should also provide a copy of the correspondence to the Housing Authority. If employer resolution is not possible, the tenant has to contact the local SWA for assistance.

#### **B. Unemployment information**

Information originates from the State Workforce Agency (SWA).

If tenant disputes information, the tenant has to contact the SWA, in writing, to dispute the information and request that the SWA correct the erroneous information. The tenant should also provide a copy of the correspondence to the Housing Authority.

#### **C. SS and SSI information**

Information originates from the Social Security Administration (SSA).

If the tenant disputes information, the tenant has to contact the SSA at 800-772-1213, or visit the local office, and request that the SSA correct the erroneous information.

D. Debts Owed and Termination information

Information originates from a Public Housing Agency (PHA).

If a current/former tenant disputes information, the tenant has to contact the PHA who reported the information, in writing, to dispute the information and provide documentation to support the dispute. If the PHA determines that the disputed information is incorrect, the PHA will correct the information in the EIV database. Information may be disputed for a period of up to three (3) years from the end of participation date.

E. Identity Theft

Incorrect information in EIV may be a sign of identity theft. If a tenant suspects someone is using his/her social security number, s/he should:

1. Contact the SSA to ensure that their records are correct;
2. File a complaint with the local police department and/or Federal Trade Commission (FTC) at 877-438-4338, or visit the website at <http://www.ftc.gov/bcp/edu/microsites/idtheft/>; and,
3. Monitor their credit reports with the three (3) national credit reporting agencies as follows:
  - a. Equifax  
P. O. Box 740241  
Atlanta, GA 30374  
Website: [www.equifax.com](http://www.equifax.com)  
Phone: 800-685-1111
  - b. Experian  
P. O. Box 2104  
Allen, TX 75013  
Website: [www.experian.com](http://www.experian.com)  
Phone: 888-397-3742
  - c. TransUnion  
P. O. Box 6790  
Fullerton, CA 92834  
Website: [www.transunion.com](http://www.transunion.com)  
Phone: 800-680-7289 or 800-888-4213

Tenants may request their credit report and place a fraud alert on their credit report with the agencies listed above at: [www.annualcreditreport.com](http://www.annualcreditreport.com) or by contacting the agency directly.

The tenant should also provide the Housing Authority with written documentation of the filed identity theft complaint.

## **22.0 SMOKE-FREE HOUSING POLICY**

### **22.1 INTRODUCTION**

According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as individuals with chronic illnesses, are especially vulnerable to the adverse effects of smoking. This concern was addressed by the Family Smoking Prevention and Tobacco Control Act (P.L. 111-31) signed into law in June 2009. Because Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer, and other adverse health effects in neighboring families, the U.S. Department of Housing and Urban Development (HUD) has been encouraging Public Housing Agencies (PHA) to implement smoke-free housing policies (Notices PIH-2009-21 and PIH-2012-25). By reducing the public health risks associated with tobacco use, establishing a smoke-free housing environment will enhance the effectiveness of HUD and PHA efforts to provide increased public health protection for residents of public housing. Smoking is also the leading cause of fire-related injuries and deaths. Additionally, turnover costs are increased when apartments are vacated by smokers; therefore, implementing a smoke-free housing policy is a good approach for reducing maintenance costs.

On December 5, 2016, HUD issued a Final Rule at 24 CFR Parts 965 and 966 entitled *Instituting Smoke-Free Public Housing* that **requires** PHA administering a public housing program to implement a smoke-free housing policy no later than eighteen (18) months from the effective date of the final rule. Since the effective date of the final rule is February 3, 2017, all PHAs **must be in full compliance by July 30, 2018**.

### **22.2 PURPOSE**

The Housing Authority of the County of Armstrong desires to improve the indoor air quality and safety of its residents and employees by mitigating (i) the irritation and known health effects of secondhand smoke; (ii) the increased risk of fire from smoking; (iii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iv) the potential higher costs of fire insurance for non-smoke-free buildings.

Although not specifically covered under this final rule, this Smoke-Free Housing Policy shall also be applicable to the Section 8 New Construction Program (Balcony Towers) pursuant to HUD Notices H-2010-21 and H-2012-22.

### **22.3 IMPLEMENTATION**

**Effective July 1, 2018**, all current residents, new admissions, guests, service providers, Housing Authority employees, and any other persons are not permitted to use any **prohibited tobacco product** in any **restricted area** in accordance with the following definitions:

A. Prohibited Tobacco Products

Items that involve the ignition and burning of tobacco leaves, including but not limited to, cigarettes, cigars, and pipes. Also included in this definition are waterpipes, also known as hookahs.

B. Restricted Areas

1. All apartments;
2. All interior areas of Housing Authority property, including but not limited to, hallways, stairwells, community rooms, laundry rooms, bathrooms, elevators, storage areas, offices, and other similar areas; and,
3. All outdoor areas within twenty-five (25) feet from housing and office buildings, including but not limited to, entrance ways, porches, balconies, and other similar areas.

C. Notification

The Housing Authority shall post “No Smoking” signage outside, inside, and in other appropriate areas of its housing complexes.

D. Lease Addendum

Upon adoption of this Smoke-Free Housing Policy, and at least sixty (60) days in advance of the Policy’s effective date, each resident shall be provided with a Lease Addendum and a letter requesting that the resident accept or refuse to accept the Lease Addendum. The Lease of residents who refuse to accept the Lease Addendum shall terminate effective June 30, 2018.

### **22.4 LEASE PROVISIONS AND HOUSE RULES**

- A. Resident Obligations shall be expanded to assure that no resident, member of the resident’s household, guest, or any other person under the resident’s control engages in:

1. Any smoking of prohibited tobacco products in any restricted areas as defined in 2 CFR Part 965, or in any other areas that have been designated as smoke-free by the Housing Authority. (Civil Activity)
- B. Residents shall inform their guests, service providers, and other persons under their control of the Housing Authority's Smoke-Free Housing Policy. Persons who do not comply with the Housing Authority's Smoke-Free Housing Policy shall be barred from property.
- C. For the health and safety of Housing Authority employees and their representatives, no resident shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters or remains in their apartment. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the apartment, or if the resident lights a tobacco or related tobacco product while employee or representative remains in the apartment, the employee or representative shall vacate the apartment immediately and not return until such time as there is no longer any tobacco or related tobacco product burning, and may result in a delay of services as well as enforcement action.
- D. Residents shall promptly provide the property manager with a written statement of any incident where tobacco smoke is migrating into their apartment from sources outside of their apartment (Policy Attachment). When smoking is observed, or reported, the property manager shall seek the source of the smoke and take appropriate action as follows:
  1. **First Offense:** Resident shall receive a verbal warning that shall be documented in the resident's file.
  2. **Second Offense:** Resident shall receive a written notice warning the resident that a third offense shall result in Termination of the Lease.
  3. **Third Offense:** Resident shall receive a thirty (30) day Notice of Termination/Notice to Vacate.
- E. Resident acknowledges that the Housing Authority's adoption of a smoke-free living environment, and the efforts to designate its housing complexes as smoke-free, do not make the Housing Authority or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's apartment and the common areas. The Housing Authority shall take reasonable steps to enforce the smoke-free terms of its leases and to make its housing complexes smoke-free. The Housing Authority is not required to take steps in response to smoking unless it knows of said smoking or has been given written notice of said smoking.



- F. Resident acknowledges that their commitments under this Smoke-Free Housing Policy are made to the other residents as well to the Housing Authority, meaning that a resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents shall not create a presumption that the Housing Authority breached the Smoke-Free Housing Policy, Lease Addendum or House Rules. Nothing in this paragraph is to be taken as a grant of rights not already held by residents. This language is only intended to state that a resident may have rights to pursue a claim under applicable existing State or Federal laws.
- G. A breach of the Smoke-Free Housing Policy, Lease Addendum, or House Rules shall give each party all the rights contained in the Lease, Lease Addendum and House Rules. A material breach of the Lease Addendum or House Rules shall be a material breach of the Lease and be grounds for termination of the Lease by the Housing Authority.
- H. **Disclaimer.** Resident acknowledges that the Housing Authority's adoption of a smoke-free living environment and the efforts to designate its housing complexes smoke-free do not change the standard of care that the Housing Authority would have to a resident household or render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or resident's apartments will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the Housing Authority's ability to police, monitor, or enforce its Smoke-Free Housing Policy is dependent in significant part on voluntary compliance by resident and resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Smoke-Free Housing Policy than other landlord obligation under the Lease.

## **23.0 HEATING STANDARDS**

In accordance with the Housing Opportunity Through Modernization Act (HOTMA) of 2016, the Housing Authority has adopted a policy that implements minimum heating requirements.

### **23.1 HUD MINIMUM HEATING STANDARDS**

The Housing Authority will use the following minimum heating requirements:

- A. Minimum Temperature:
  - 1. If Housing Authority-controlled, the minimum temperature in each unit must be at least 68 degrees Fahrenheit, or
  - 2. If resident-controlled, the heating equipment must have the capability of heating to at least 68 degrees Fahrenheit.
  
- B. Minimum Temperature Capability:
  - 1. Flexibility is permitted in the maintenance of the indoor temperature when the outdoor temperature approaches the design day temperature. The design day temperature refers to the lowest expected outdoor temperature that a heating system was designed to operate and maintain the desired indoor temperature. At no point will the indoor temperatures in occupied spaces drop below 55 degrees Fahrenheit. This flexibility applies when at least one of the below criteria are met:
    - a. The outside temperature reaches or drops below the design day temperature, or
    - b. The outside temperature is within five (5) degrees Fahrenheit of the design day temperature for more than two (2) continuous days.
  
- C. Measurement:

Temperature measurements will be taken three (3) feet above the floor and two (2) feet from an exterior wall in a habitable room.

## **24.0 TEMPORARY COVID-19 STATUTORY AND REGULATORY WAIVERS**

In response to the Coronavirus Disease 2019 (COVID-19) pandemic, HUD provided optional waivers and established alternative requirements for numerous statutory and regulatory requirements. These waivers and alternative requirements were communicated to public housing agencies through Notice PIH 2020-5 issued April 10, 2020, Notice PIH 2020-13(HA), REV-1 issued July 2, 2020, and Notice PIH 2020-33(HA) REV-2 issued November 30, 2020, Notice PIH 2021-14(HA) issued May 4, 2021 pursuant to the authority provided under the Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136) in order to provide administrative flexibilities and relief to public housing agencies to ensure that their housing programs remain operational to the extent practicable. The Housing Authority of the County of Armstrong has elected to implement the following temporary waivers and required alternative requirements effective on or after April 10, 2020 in accordance with the issuance of the subsequent Notices.

### **24.1 FAMILY INCOME AND COMPOSITIONS - ANNUAL AND INTERIM RECERTIFICATIONS - INCOME VERIFICATION REQUIREMENTS**

HUD requires the use of the Enterprise Income Verification (EIV) system for verification of family income at mandatory certifications as a third-party source to verify employment and income information. Additionally, PIH Notice 2018-18 describes the required verification hierarchy process that must be followed.

HUD is waiving the requirements to use the verification hierarchy, including the use of EIV, and is allowing the use of resident self-certification as the highest form of income verification to process annual and interim recertifications. The Housing Authority will obtain written self-certification from the resident using a form that reminds residents of their obligation to provide true and complete information. If self-certification results in material discrepancies related to family composition and/or income at a later date, the Housing Authority will take corrective action in accordance with its policies including charging retroactive rent, refunding rent overpayments, and lease terminations.

The period of availability to use these modified verification requirements expire on December 31, 2021.

### **24.2 ADOPTION OF ADMISSIONS AND CONTINUED OCCUPANCY (ACOP) AMENDMENTS**

Housing Authorities are required to duly adopt and implement policies and policy amendments.

HUD is waiving this requirement to permit the adoption and implementation on an expedited basis, without formal board approval until September 30, 2021. Any informally adopted amendments under this waiver authority must be formally adopted no later than December 31, 2021.

### **24.3 COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS (CSSR)**

Statute and regulations require that each adult resident, who is not specifically exempt, must contribute eight (8) hours per month of community service, or participate in an economic self-sufficiency program, or a combination of both. Noncompliance with the community service requirement is grounds to non-renewal of the lease at the end of the lease term that coincides with the resident's annual recertification.

HUD is waiving this requirement and alternatively suspending the community service and self-sufficiency requirement. Residents will not be subject to this requirement until the family's next annual recertification. At that time, each individual's CSSR status will be reported on Form HUD-50058 as either exempt (for resident's who are specifically exempt) or pending (for resident's who are otherwise eligible but for the suspension prevents the housing authority from determining compliance). After an annual recertification has been completed for the family, the CSSR becomes effective for the subsequent annual recertification cycle also suspends enforcement of the requirement.

This waiver is effective for all annual recertifications completed between May 4, 2021 through April 30, 2022.

### **24.4 TENANT NOTIFICATION FOR CHANGES TO RULES AND REGULATIONS**

The Housing Authority is required by regulation to provide residents with a 30-day advance notice for changes in policies, rules and resident charges.

HUD is waiving this advance notice requirement, except advance notice must still be provided for any changes related to resident charges. The Housing Authority will provide notification to all residents of adopted amendments under the waiver authority by posting the same on the Housing Authority's website.

The period of availability for this waiver and suspension expires on December 31, 2021.

### **24.5 OVER-INCOME LIMIT TERMINATION REQUIREMENT**

For families whose income exceeds the over-income limit for two (2) consecutive years, the Housing Authority is required to terminate the family's tenancy within six (6) months of the third income determination or charge the family a monthly rent equal to the greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit as determined by HUD.

HUD is waiving this termination requirement. Alternatively, over-income families will be permitted retain their housing and will be charged the applicable FMR as the monthly rental amount in lieu of termination.

The period of availability for this waiver expires on December 31, 2021.

#### **24.6 ANNUAL CHOICE OF RENT**

Once a year, at a family's annual recertification, the Housing Authority must give the family the option of choosing between an income-based rent or the established flat rent.

HUD is waiving this requirement that a family may not be offered a choice of rent more than once a year. Alternatively, families may be given no more than two (2) opportunities to choose between a flat rent and an income-based rent within the same one-year period.

The period of availability for this waiver expires on December 31, 2021.

#### **24.7 WAIVER APPLICABILITY AND AVAILABILITY**

The use of the waivers authorized under the CARES Act is at the sole discretion of the Housing Authority and may be adopted for use at any time during the period of availability. The Housing Authority is not required to keep a waiver in-place for the full period of availability and may at any time revert to regular program regulations and operations.

The period of availability for the waivers and alternative requirements, collectively or individually, may be extended by PIH notice. Any extension of the availability periods by HUD for any of the adopted waivers listed above shall be deemed to be extended in the ACOP without further amendment by the Board.

If the Housing Authority determines it necessary to utilize additional waivers (depending on availability) that were not previously utilized and formally adopted, those waivers will require a formally adopted policy amendment.

When the COVID-19 pandemic has been satisfactorily resolved and the waiver authority authorized by Notices PIH 2020-05, 2020-13, 2020-33 and 2021-14 are no longer in effect, this section will be removed from the ACOP.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Actual & Imminent Threat:** A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. Factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. The threat may be conveyed through words, gestures, actions, or other indicators.

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Affiliated Individual:** **With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, resident, or lawful occupant living in the household of that individual.**

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances may be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual recertification effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the twelve (12) month period) from

assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see “net family assets.”)

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income. (See “imputed asset income” below.)

**Assistance Applicant:** A family or individual that seeks admission to the housing program.

**Bifurcate:** To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Certification:** The examination of a household’s income, expenses, and family composition to determine the family’s eligibility for program participation and to calculate the family’s share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Community Service:** 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.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Dating Violence:** Violence committed by a person:

- A. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and,
- B. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1. The length of the relationship,
  - 2. The type of relationship,
  - 3. The frequency of interaction between the persons involved in the relationship.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family other than the head of household, spouse, sole member, foster child or adult, or live-in aide, who is under eighteen (18) years of age, or is a person who is eighteen (18) years of age or older and is disabled, handicapped, or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household’s annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, co-head, spouse, or sole member is a person with



disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see “person with disabilities.”)

**Disabled Person:** See “person with disabilities.”

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

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

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Economic Self-Sufficiency Program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, co-head, spouse, or sole member is a person who is at least sixty-two (62) years of age, or disabled or handicapped as defined in this Section; two or more elderly, disabled, or handicapped persons living together; or one or more such persons living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household’s annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least sixty-two (62) years of age. (1937 Housing Act)

**Extremely low-income families:** A very-low income family whose income does not exceed **the higher of the Federal poverty level or 30%** of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low

family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to, the following group of persons regularly residing together with a head of household at least eighteen (18) years of age, who are in a stable relationship and are related by blood, marriage, adoption, guardianship, or affinity, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who may be an elderly, near-elderly or displaced person, a person with disabilities, the remaining member of a resident family, or any other single person. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount established by the Housing Authority that the family may choose to pay in lieu of having their rent determined under the income-based method.

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

**Gender Identity:** Actual or perceived gender-related characteristics. (24 CFR 5.100)

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount

calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income-Based Rent:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A recertification of a family income, assets, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a recertification.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.  
(24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed Population Development:** A development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments

were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth (1/12) of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of (1/12) annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, co-head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); two or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more such persons who are living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. 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.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Over-Income Family:** A family or individual whose adjusted annual income exceeds 120% of the applicable area median income (AMI). HUD may adjust the over-income limit as it determines necessary.

**Participant:** A family or individual that is assisted by the public housing program.

**Perpetrator:** A person who commits an act of domestic violence, dating domestic violence, or stalking against a victim.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423.
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 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 a nature that the ability to live independently could be improved by more suitable housing conditions; or,
- C. Has a developmental disability as defined in 42 U.S.C. 6001

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

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

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

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and Public Housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8, Public Housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital of operating funds.

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof), which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, assets, expenses, and composition to determine the family's rent.

**Remaining Member of a Resident Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the resident as to the amount and source of income, assets, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

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

**Sexual Orientation:** Homosexuality, heterosexuality, or bisexuality. (24 CFR 5.100)

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who may qualify as an elderly, near-elderly or displaced person, a person with disabilities, the remaining member of a resident family, or any other single person. (24 CFR 5.403)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or,
  - 3. because a family member has not complied with other welfare agency requirements.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others; or, suffer substantial emotional distress.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly

wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Resident:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where the Housing Authority or owner supplies all utilities (except telephone and cable) and other essential housing services, tenant rent equals total tenant payment. Where some or all utilities (except telephone and cable) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, assets, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
1. 30% of the family's monthly adjusted income;
  2. 10% of the family's monthly income;
  3. Welfare rent;
  4. Minimum rent; or,
  5. Flat rent
- B. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

**Utility Allowance:** If the cost of utilities (except telephone and cable) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by the Housing Authority 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. (24 CFR 5.603)

**Utility Allowance 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.

(24 CFR 5.603)

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the areas if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Veteran:** A person who served in the United States Armed Forces or the Pennsylvania Military Forces, and who was discharged or released under conditions other than dishonorable.

**Victim:** A person who is the recipient of acts of domestic violence, dating violence, or stalking as defined; and, who has timely and completely provided verification of such status.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In “as-paid” welfare programs, the amount of the welfare benefit designated for shelter and utilities.



## Acronyms

ACC	Annual Contributions Contract
ADA	Americans with Disabilities Act of 1990
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification System
FR	Federal Register
FY	Fiscal Year
FYE	Fiscal Year End
HA	Housing Authority
HHS	Health and Human Services
HUD	Department of Housing and Urban Development
IG	Inspector General (HUD Office of)
INS	(U.S.) Immigration and Naturalization Service
IPA	Independent Public Auditor
LBP	Lead-based paint
LGBT	Lesbian, Gay, Bisexual and Transgender
MTCS	Multi-family Tenant Characteristics System (Form HUD-50058)
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NDNH	National Directory of New Hires
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
PHAS	Public Housing Assessment System
PIC	Public and Indian Housing Information Center
PIH	Public and Indian Housing (HUD Office of)
QHWRA	Quality Housing and Work Responsibility Act of 1998
REAC	Real Estate Assessment Center
SSA	Social Security Administration
SSI	Supplemental Security Income
TANF	Temporary Assistance for Needy Families
TTP	Total Tenant Payment
UA	Utility allowance
UAR	Utility allowance reimbursement
UPCS	Uniform Physical Condition Standards
VAWA	Violence Against Women Reauthorization Act of 2005

## **Appendices**

## **APPENDIX 1**

### **DESIGNATED FAMILY COMMUNITIES TARGETED FOR DECONCENTRATION**

#### **Higher Income Community**

It is not necessary to designate a higher income community.

Average income at South McKean Way is above the Established Income Range (EIR), but is below 30% of the Area Median Income (AMI) and is therefore exempt from any designation. It would not be practical to place lower income families in this development where the average family income is already at the Extremely Low Income (ELI) level.

Luxemburg Manor is within the Established Income Range (EIR) and is therefore exempt from any designation.

#### **Lower Income Community**

Luxemburg Manor  
Cochran & North 13th Streets  
North Apollo, PA 15673

**FLAT RENT SCHEDULE – FY2021 - FINAL**

<b>Community</b>	<b>Bedroom Size</b>	<b>Flat Rent</b>
Armstrong Court Kittanning, PA	Efficiency Units	<b>\$412</b>
	1 Bedroom Units	\$517
	2 Bedroom Units	<b>\$624</b>
Allegheny Manor Kittanning, PA	2 Bedroom Units	<b>\$579</b>
	3 Bedroom HC Unit (#35)	\$729
	All other 3 Bedroom TH Units	<b>\$723</b>
	4 Bedroom TH Units	<b>\$814</b>
Parkview Apartments Ford City, PA	Efficiency Units	<b>\$412</b>
	1 Bedroom Units	\$516
Luxemburg Manor North Apollo, PA	1 Bedroom Units	<b>\$455</b>
	2 Bedroom Units	<b>\$579</b>
	3 Bedroom Units	<b>\$723</b>
	4 Bedroom HC Units	<b>\$814</b>
Lee Haven Towers Leechburg, PA	Efficiency Units	<b>\$472</b>
	1 Bedroom Units	<b>\$536</b>
Warren Manor Apollo, PA	Efficiency Units	<b>\$480</b>
	1 Bedroom Units	<b>\$544</b>
Garden Towers Kittanning, PA	Efficiency Units	<b>\$412</b>
	1 Bedroom HC Units (#6C/D, 7C/D, 8C/D)	\$550
	All other 1 Bedroom Units	\$528
	2 Bedroom Units	<b>\$624</b>
South McKean Way Kittanning, PA	1 Bedroom WU Units	\$517
	2 Bedroom HC WU Unit (#16)	<b>\$624</b>
	All other 2 Bedroom TH Units	\$630
Friendship Apartments Leechburg, PA	Efficiency Units	<b>\$472</b>
	1 Bedroom Units	<b>\$536</b>
Freeport Towers Freeport, PA	1 Bedroom Units	\$544

Schedule is based on the 2021 Fair Market Rents and Small Area Fair Markets, and 2021 Utility Allowances. Applicable to new admissions and annual certifications effective on or after January 1, 2021.

**APPENDIX 3**

**PET PERMIT APPLICATION**

Resident Name \_\_\_\_\_

Resident Address \_\_\_\_\_

Type of Pet: Dog \_\_\_ Cat \_\_\_ Bird \_\_\_ Fish \_\_\_ Other \_\_\_\_\_

Pet Description: Pet's Name \_\_\_\_\_ Breed \_\_\_\_\_

Weight \_\_\_\_\_ Height \_\_\_\_\_ Sex \_\_\_\_\_

Neutered \_\_\_\_\_ Spayed \_\_\_\_\_ Age \_\_\_\_\_

License Number/Year \_\_\_\_\_

Veterinarian Name/Phone#: \_\_\_\_\_

\_\_\_\_\_

Voluntary Insurance Coverage: Agent \_\_\_\_\_

Policy # \_\_\_\_\_

\*\*\*\*\*

**PHOTOGRAPH AND PET RESPONSIBILITY CARD REQUIRED**

\*\*\*\*\*

(For Office Use Only)

Application Date \_\_\_\_\_ Housekeeping Inspection Date \_\_\_\_\_

Approved/Rejected By \_\_\_\_\_

Reason Rejected \_\_\_\_\_

Date Pet Permit Issued \_\_\_\_\_ Pet Permit # \_\_\_\_\_

## APPENDIX 4

### PET RESPONSIBILITY CARD

Prior to pet admission, this Pet Responsibility Card must be completed and signed by the resident and two (2) local persons who will take responsibility for the pet in the event of the resident's illness, vacation, or death. This Pet Responsibility must be renewed each year at the resident's annual recertification. Persons so named will be responsible in the order of their names on this card.

1. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_  
Signature \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_  
Signature \_\_\_\_\_

Resident Name \_\_\_\_\_ Proj/Apt # \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX 5

PET PERMIT # \_\_\_\_\_

### **A. Parties and Dwelling Unit**

The parties of this Pet Permit are the HOUSING AUTHORITY OF THE COUNTY OF ARMSTRONG, referred to as Management and \_\_\_\_\_, referred to as Resident. Management leases to the Resident dwelling unit # \_\_\_\_\_, located at \_\_\_\_\_.

### **B. Pet Permit Term**

The term of this Pet Permit shall begin on \_\_\_\_\_ and end upon removal of the pet from the dwelling unit, or termination of Resident's tenancy.

### **C. Pet Security Deposit**

A Pet Security Deposit of \$ \_\_\_\_\_ has been paid. The deposit shall be refunded within thirty (30) days from the removal of the pet from the unit, or the termination of Resident's tenancy, less costs for infestation inspection, fumigation and/or damages.

### **D. General Obligations of the Resident**

Resident agrees:

1. To provide to Management proof of current license registration and inoculations, and renew the Pet Responsibility card annually after the signing of this agreement.
2. To assume all financial responsibility for damages to any personal or real property, or personal injury to any party, which is caused by resident's pet.
3. To dispose of any and all pet waste promptly and properly.
4. That this Pet Permit is part of the Dwelling Lease Agreement,

5. To keep the pet appropriately and effectively restrained, and under the control of a responsible individual.
6. To all other terms and conditions of the Pet Policy as outlined in Section 18 of the Admission and Continued Occupancy Policy, and understands that this Pet Permit shall be revoked for failure to follow and abide by said Pet Policy.

**BY SIGNING THIS AGREEMENT, I/WE ATTEST THAT I/WE HAVE  
THOROUGHLY READ THE PET POLICY AND UNDERSTAND  
MY/OUR OBLIGATIONS AS A RESIDENT PET OWNER**

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse or Other Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Management Representative

\_\_\_\_\_  
Date



**HOUSING AUTHORITY OF THE COUNTY OF ARMSTRONG**  
**GRIEVANCE PROCEDURE**

**PURPOSE AND SCOPE**

The purpose of this Grievance Procedure is to assure that Housing Authority residents are afforded an opportunity for a hearing, if the resident disputes within a reasonable time, any Authority action or failure to act, involving the resident's lease or with Authority regulations adversely affecting the individual resident's rights, duties, welfare or status.

Proposed changes to this grievance procedure shall provide for a thirty (30) day notice to afford residents and resident organizations with the opportunity to present written comments. Submitted comments shall be considered before finalizing any revisions to the grievance policy.

**GOVERNING LAW**

The law governing this grievance procedure is Section 6 (K) of the U.S. Housing Act of 1937 (42 U.S.C. §1437d and 3535(d), and subpart B of 24 CFR §966.4 and 966.52 – 966.57.

**DEFINITIONS**

The following definitions of terms shall be applicable to this grievance procedure:

- A. Grievance - Any dispute which a resident may have with respect to an action or a failure to act by the Authority in accordance with the individual resident's lease or Authority regulations, which adversely affects the individual resident's rights, duties, welfare or status.
- B. Complainant - Any resident (as defined in this section below) whose grievance is presented to the Authority in accordance with the requirements set forth in this procedure.
- C. Criminal Activity - Any illegal activity, including drug-related activity (defined as 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 as from time to time amended).
- D. Elements of Due Process - The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
  - 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 the Authority, including the right to confront and cross examine witnesses and to present an affirmative legal or equitable defense which the resident may have; and
  4. A decision on the merits.
- E. Hearing Officer - An impartial person or persons, other than the person who made or approved the decision under review, or a subordinate of that person selected to hear grievances and render decisions with respect thereto.
- F. Resident - Any adult person (or persons) other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Authority as a resident of the dwelling unit, or, if no such person 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.
- G. Summary - Notice to the complainant after the informal settlement which specifies the names of the participants, the date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and the procedures by which a formal hearing may be obtained if the resident is not satisfied.

#### **INCORPORATION IN LEASE**

This grievance procedure shall be incorporated by reference in all leases between the resident and the Authority and shall be furnished to residents and resident organizations upon request.

#### **EXCEPTIONS AND EXPEDITED GRIEVANCES**

These procedures are applicable to all individual grievances, as defined in the Definitions section of this policy, between the resident and the Authority with the following exceptions:

- A. The grievance procedure is not applicable to disputes between residents not involving the Authority, or to class grievances. The procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Authority's Board of Commissioners; and
- B. Because HUD has issued a due process determination that the law of the State of

Pennsylvania requires that the resident be given the opportunity for a hearing in court, which provides the basic elements of due process (as defined in the Definition section of this policy) before eviction from a dwelling unit, this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

1. Any criminal activity, including alcohol abuse, that threatens or interferes with the health, safety or right to peaceful enjoyment of the premises by other residents, Authority employees, or others in the immediate vicinity; or
2. Any violent or drug-related criminal activity on or off Authority premises; or
3. Any criminal activity that results in a felony conviction of a household member.

## **PROCESSING GRIEVANCES**

The primary objective of this process is to settle grievances at the lowest level and as quickly as possible, to minimize impact on both the resident and Authority operations. Except as stated in Paragraphs A and B above, the Authority's procedures shall afford each resident an opportunity for a hearing on a grievance, in accordance with the requirements, standards, and criteria contained in these procedures, with such modifications as are required by State law. The process for handling grievances is outlined below.

### **I. Informal Settlement of a Grievance**

- A. The grievance shall be presented in writing to the complainant's Property Management office, so that the grievance may be discussed and settled without a formal hearing, if possible. This **notice must be received within seven (7) working days** after the grievable event.
- B. Upon receipt, the grievance shall be reviewed to be certain that it is not an exception to the grievance procedure as defined above. If one of the exceptions apply, the complainant shall be notified in writing that the matter raised is not subject to the grievance procedure and the reason for the exception. If the exceptions do not apply, the Authority shall schedule a meeting **within fifteen (15) working days** after receipt of the grievance, to discuss the matter with the complainant and/or his/her representative.
- C. A Summary of the discussion shall be prepared **within ten (10) working days** after the meeting, and one copy shall be delivered to the complainant and one copy shall be retained in the complainant's file.

- D. The Summary shall specify the names of the participants, the date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and the procedures by which a formal hearing may be obtained if the complainant is not satisfied.
- E. Meetings may be rescheduled, at the request of the complainant, a maximum of two (2) times before a final informal settlement opportunity is offered. If the complainant fails to appear for the final scheduled meeting, the Authority shall make the determination that the party has waived his/her right to a hearing.

## **II. Procedure to obtain a Formal Hearing**

### A. Request for a Hearing

If the complainant is dissatisfied with the informal settlement, the complainant shall submit a written request for a formal hearing to the complainant's Property Management office **within seven (7) working days** after the date of the written Summary of Discussion.

- 1. The written request shall specify:
  - a. The reason(s) for the grievance, and;
  - b. The action or relief sought from the Authority.

### B. Selection of a Hearing Officer

- 1. The hearing shall be conducted by an impartial person, or persons appointed by the Authority, other than a person who made or approved the Authority action under review, or a subordinate of such person.

### C. Failure to Request a Hearing

- 1. Failure to request a hearing **within seven (7) working days** after the date of the written Summary of the informal settlement renders the Authority's decision final.
- 2. Failure to request a hearing shall not constitute a waiver by the complainant of his/her right to contest the Authority's decision in an appropriate judicial proceeding.

### D. Hearing Prerequisite

- 1. All grievances shall be presented in writing pursuant to the informal

procedure prescribed in the paragraph on Informal Settlement of Grievance, above, as a condition precedent to a hearing under this section.

2. If the complainant shows good cause why he/she failed to proceed in accordance with the paragraph on informal settlement, above, the provisions of this subsection may be waived by the Hearing Officer.

E. Scheduling Hearings

1. Upon compliance with the above requirements, a formal hearing shall be scheduled **within fifteen (15) working days** after the Authority's receipt of the complainant's request.
2. A written notification specifying the time, the place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate official.

F. Procedures Governing the Hearing

1. Official

The review shall be held before a Hearing Officer.

2. Safeguards of Due Process

The complainant shall be afforded a fair hearing providing the basic safeguards of due process, which include:

- a. The opportunity to examine documents before the hearing, and at the expense of the complainant, to copy all documents, records and regulations of the Authority that are directly relevant to the hearing. Any requested document not made available to the complainant may not be relied upon by the Authority at the hearing.
- b. The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
- c. The right to a private hearing, unless the complainant requests a public hearing.
- d. The right to present evidence and arguments in support of the complainant's grievance to dispute evidence relied upon by the Authority, and to confront and cross examine all witnesses upon

whose testimony or information the Authority relies.

- e. A decision based solely and exclusively upon the facts presented at the hearing.

G. Previous Decision

The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.

H. Failure to Appear

- 1. If the complainant or the Authority fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for a period not to exceed five (5) working days, or may make a determination that the party has waived his/her right to a hearing.
- 2. Both the complainant and the Authority shall be notified of the Hearing Officer's determination.
- 3. A determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right he/she may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

I. Entitlement and Justification

- 1. At the hearing, the complainant must first make a showing of entitlement to the relief sought.
- 2. Thereafter, the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

J. Conduct of the Hearing

- 1. Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- 2. The Hearing Officer shall require the 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, a decision adverse to the interest of the disorderly party or denial of the relief

sought, as appropriate.

K. Accommodation of Persons with Disabilities

The Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, attendants, or accessible locations. If the complainant is visually impaired, any notice that is required by these procedures must be in an accessible format.

L. Decision, Reasons, Copies and Files

1. The Hearing Officer shall prepare a written decision, together with the reasons for the decision, **within ten (10) working days** after the hearing. A copy of the decision shall be delivered to the complainant.
2. The Authority shall retain a copy of the decision in the complainant's folder. The Authority shall maintain a log of decisions and make the log available to the Hearing Officer, prospective complainants and their representatives. The log shall include: the date of the hearing decision, the general reason for the grievance hearing, and whether the decision was in the favor of the complainant or the Authority
3. The decision of the Hearing Officer shall be binding on the Authority unless the Authority's Board of Commissioners determines that:
  - a. The decision of the Hearing Officer is contrary to applicable Federal, State or local law, or HUD regulations or requirements of the Annual Contributions Contract between HUD and the Authority; or,
  - b. The grievance does not concern Authority action or failure to act in accordance with or involving the complainant's lease or Authority regulations, which adversely affect the complainant's rights, duties, welfare or status.

M. Judicial Proceedings

A decision by the Hearing Officer or the Authority's Board of Commissioners in favor of the Authority, or which denies the relief sought by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the complainant's right to a trial or judicial review in any judicial proceedings, which may be brought in the matter later.

N. Authority Notices

Notices under this grievance procedure shall be deemed delivered:

1. Upon personal service to the complainant or an adult member of the complainant's household;
2. On the third day after the mailing of such notice, postage prepaid, by first class mail.

O. Concurrent Notice

If a resident has submitted a request for a grievance hearing in a case involving the Authority's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law may run concurrently.

If the Hearing Officer upholds the Authority's action to terminate the tenancy, the Authority may commence an eviction action in court by the latter of:

1. The expiration of the date for termination of tenancy and vacation of premises stated in the delivered termination notice; or
2. The delivery of the Hearing Officer's decision to the complainant.



## HOUSING AUTHORITY OF THE COUNTY OF ARMSTRONG

### NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT<sup>1</sup>

#### **To all Residents, Participants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Housing Authority of the County of Armstrong (Housing Authority) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

#### **Protections for Applicants**

If you otherwise qualify for assistance under the Public Housing, Multifamily, or Section 8 Voucher Programs, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Residents and Participants**

If you are receiving assistance under the Public Housing, Multifamily, or Section 8 Voucher Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Public Housing, Multifamily, or Section 8 Voucher Programs solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

control); or, any individual, resident, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

The assisted housing property owner may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the assisted housing property owner chooses to remove the abuser or perpetrator, the assisted housing property owner may not take away the rights of eligible residents/participants to the unit or otherwise punish the remaining residents/participants. If the evicted abuser or perpetrator was the sole resident/participant to have established eligibility for assistance under the program, the assisted housing property owner must allow the resident/participant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the assisted housing property owner must follow Federal, State, and local eviction procedures. In order to divide a lease, the assisted housing property owner may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, the Housing Authority may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the Housing Authority may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR,**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The Housing Authority will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The Housing Authority's emergency transfer plan provides further information on emergency transfers, and the Housing Authority must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

The Housing Authority can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the Housing Authority must be in writing, and the Housing Authority must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. The Housing Authority may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the Housing Authority as documentation. It is your choice which of the following to submit if the Housing Authority asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

1. A complete HUD-approved certification form given to you by the Housing Authority with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
3. A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional

(collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

4. Any other statement or evidence that the Housing Authority has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the Housing Authority does not have to provide you with the protections contained in this notice.

If the Housing Authority receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the Housing Authority has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the Housing Authority does not have to provide you with the protections contained in this notice.

### **Confidentiality**

The Housing Authority must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The Housing Authority must not allow any individual administering assistance or other services on behalf of the Housing Authority (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Housing Authority must not enter your information into any shared database or disclose your information to any other entity or individual. The Housing Authority, however, may disclose the information provided if:

1. You give written permission to the Housing Authority to release the information on a time-limited basis.
2. The Housing Authority needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
3. A law requires the Housing Authority or your landlord to release the information.

VAWA does not limit the Housing Authority’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among

household members in cases where a family breaks up.

**Reasons a Resident/Participant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the Housing Authority cannot hold residents/participants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to residents/participants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the Housing Authority can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other residents or those who work on the property.

If the Housing Authority can demonstrate the above, the Housing Authority should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the U.S. Department of Housing & Urban Development, William Moorhead Federal Building, 1000 Liberty Avenue, Suite 1000, Pittsburgh, PA 15222.

**For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.

Additionally, the Housing Authority must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the Housing Authority at 724-548-7671 or 1-800-762-8291, your respective property management office as detailed in your Lease; or, the Section 8 Voucher Department at 724-543-7016 or 1-800-428-5365.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Victims may contact Helping All Victims In Need (HAVIN) Hotline at 800-841-8881 or The Open Door Hotline at 877-333-2470.

**Attachment:** Certification Form HUD-5382.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an

emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_