The Housing Authority

of the

County of Sacramento
2024
Admissions and
Continued Occupancy Policy
(ACOP)

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Chapter 1: STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The U.S. Housing Act of 1937 created the low rent Public Housing program. Administration of the Public Housing program and the functions and responsibilities of the Public Housing Agency (PHA) of the City of Sacramento staff shall be in compliance with the PHA's *Personnel Policy*, any union agreements of the PHA, and this *Admissions and Continued Occupancy Policy (ACOP)*. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include any Public Housing regulations, handbooks, and applicable notices. All applicable federal, state, and local laws, including Fair Housing Laws and regulations, also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in 24 CFR (Code of Federal Regulations), Parts 1, 5, 8, 100 and 900-966.

A. Public Housing Agency Mission Statement

The mission of the PHA is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

Our mission is to assist families in obtaining affordable housing. Our task is to determine what we can and must do to achieve that goal fairly and with the highest degree of integrity.

We will perform our mission with:

- Dignity - allowing each applicant and participant a sense of pride.
- Fairness - remaining objective at all times, remembering that there are two sides to every story.
- Respect - treating others as we would like to be treated, in a non-judgmental manner.
- Sensitivity - demonstrating empathy (not sympathy) by ensuring that program information provided is complete, accurate, and offers positive solutions when possible.

B. Local Objectives

- To provide improved living conditions for very low and low-income families while maintaining rent payments at an affordable level

- To operate a socially and financially sound Public Housing Agency that provides decent, safe, and sanitary housing within a drug free, suitable living

environment for residents and their families, ensuring that all units meet the Uniform Physical Condition Standards (UPCS)

- To avoid concentrations of economically and socially deprived families in anyone, or all of the PHA's public housing developments
- Promote a safe environment by denying initial or continued assistance to families who have demonstrated a pattern (meaning more than one incident during the previous eighteen (18) months) or history of violent, criminal, and/or drug-related criminal activity.
- To house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the PHA's jurisdiction.
- To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
- To facilitate the judicious management of the PHA inventory and the efficient management of the PHA staff
- To ensure compliance with Title VI of the Civil Rights Act of 1964, and all other applicable federal laws and regulations so admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

C. Purpose of the Policy

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

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

D. Fair Housing Policy

It is the policy of the PHA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The PHA shall not deny any family or individual the opportunity to apply for or receive assistance under the Conventional/Public Housing programs on the basis of race, color, sex, religion, creed, national or ethnic origin, ancestry, source of income, veteran status, age, familial or marital status, handicap/disability, sexual orientation, or gender identity. To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide federal/state/local information to voucher holders and public housing residents regarding discrimination and recourses available to them. The PHA provides and reviews information regarding Fair Housing rights and responsibilities during family briefing sessions. Such information will be made available during the family briefing session in each briefing packet.

Except as otherwise provided in 24 CFR §§ 8.21, 8.24, 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed and/or available in binders and posted at locations throughout the PHA. Information is displayed in conspicuous locations that are accessible to and usable by people with disabilities.

The Housing Choice Voucher and Conventional Housing Intake Department office are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by 711 (previously TTD/TDY) telephone service provider.

E. Reasonable Accommodation Policy

This policy is applicable to all situations described in this ACOP when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies for housing, and when the PHA schedules or reschedules appointments of any kind.

An applicant and participant with a disability must first ask for a specific accommodation for their disability before the PHA will deviate from standard policies. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodation, upon request, so they may have full and equal access and utilize the housing program and related services. The availability of requests for accommodation will be made known by including notices on PHA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities. This is applicable to all situations described in this ACOP. The PHA utilizes organizations that provide assistance for disabled persons when needed.

Individuals with disabilities who request reasonable accommodation may make such requests either orally or in writing and are not required to use a specific form in order to make such requests. However, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite these requests.

The PHA will fully comply with the obligations found in HUD Notice PIH 2002-01 (HA) [Accessibility Notice: Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988]. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following American with Disabilities Act (ADA) definition of disability:

- A physical or mental impairment that limits an individual's ability to participate in major life activities.
- A record of such impairment, or
- Being regarded as having such an impairment.

Notwithstanding any other provision of law, no individual shall be considered disabled for the purpose of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence.

REASONABLE ACCOMMODATION (24 CFR§5.403) (*HUD General Counsel Opinion On Medical Marijuana, 1/20/2011)*

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. The PHA may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs1-2)*.

Medical Marijuana Use as a Reasonable Accommodation

Person(s) seeking a reasonable accommodation to allow the use of medical marijuana are not "individuals with a disability" under Section 504 or the ADA and therefore do not qualify for a reasonable accommodation to allow the use of medical marijuana. Furthermore, because such requests are tantamount to requests to become an illegal drug user, the PHA is prohibited from granting such a request *(HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pg 6)*.

METHODS USED TO CERTIFY A PERSON WITH A DISABILITY

To verify that an applicant or program participant is a person with a disability, PHA staff will first check to see whether the applicant is under the age of sixty-two (62) and receives either Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) Disability income.

Some residents or applicants may be persons with disabilities even though they do not have such income. In these cases, a verification form will be sent to a qualified professional with knowledge of the person's disability who can verify the individual's disability status.

METHODS USED TO CERTIFY THE NEED FOR A REASONABLE ACCOMMODATION

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party, competent to make the assessment, provide written verification that the person needs the specific accommodation due to their disability and

the change is required for them to have equal access to the housing program (refer to Chapter 7, *Verification Procedures*).

The PHA will provide a written decision to the person requesting the accommodation within a reasonable time period. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, he or she may request a formal hearing to review the PHA's decision (refer to Chapter 13, *Complaints, Grievances and Appeals).* Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format, upon request, as a reasonable accommodation.

All PHA communities and programs are open to all eligible persons without regard to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or gender identity. A reasonable accommodation will be made in policies, practices, and services, when such accommodation may be necessary to afford a disabled person equal opportunity to fully access and utilize housing programs and related services, unless such accommodation will impose an undue financial or administrative burden on the PHA or will require a fundamental alteration in the nature of its program.

UNDUE HARDSHIP

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that the accommodation meets the needs presented by the disability. The accommodation must not create an undue financial and/or administrative burden. The PHA will deny the request and/or present alternative accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (e.g. waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole the requested accommodation would pose a severe financial hardship on the PHA.

In determining whether an accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed.
- The resources of the Agency in the provision of the reasonable accommodation; and
- The number of people currently employed at such a facility, the number of families likely needing such accommodation, the effect on expenses and resources, or the likely impact on the operation of the Agency as a result of the accommodation.

F. Translation of Documents and Plans for Language Assistance

It is the goal of the PHA to be accessible to all residents of Sacramento County, regardless of race, color, religion, national origin, source of income, veteran status, ancestry, familial status, sexual orientation, gender identity, or the presence of a qualified disability. Therefore, we will endeavor to provide all families the same high quality customer service no matter what language they speak. In order to serve limited English proficiency (LEP) families, the PHA implements the following activities:

- When the adult members of the family are LEP, staff will show them the *Language Identification Flashcard* created by the Census Bureau so the family can identify what language they speak. The PHA has identified members who speak Spanish, Vietnamese, Mandarin, Cantonese, Chinese, and Hmong to assist with these languages. For these and other languages, an interpreter will be called to assist the staff person in serving the family at no cost to them.
- All LEP families will be identified on the computer and in their file indicating their primary language so that appropriate resources can be identified in advance of the family's needing assistance with an appointment.
- When the number of families speaking one non-English language exceeds five percent (5%) of the eligible population, the PHA will translate "important" documents into this language. "Important" is defined as those documents addressing safety, participant rights, participant obligations, or communication regarding the loss of housing (e.g., eviction or program termination).
- When the number of families speaking one non-English language exceeds five percent (5%) of the eligible population, the PHA will actively recruit staff members who speak, read, and write this language.
- The PHA will post signs in public spaces, in languages known to be spoken by LEP families involved with the agency, informing them that help is available in their preferred language at no cost to them.
- The PHA will provide training to current and new staff on an annual basis about the resources available for LEP families and how to utilize these resources for applicants and participating families.

G. Family Outreach

The PHA will publicize and disseminate information on the availability of housing assistance, and related services, for low-income families on a regular basis. When the PHA's waiting list is open, the PHA will publicize the availability, and nature of housing assistance for low-income families, in newspapers of general circulation, minority media sources, and other suitable means.

To reach persons who cannot read the newspaper, the PHA will distribute fact sheets to the broadcast media and initiate personal contacts with members of the news media and community service personnel. The PHA will also utilize public service announcements and its website to relay such information.

The PHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors/guidelines to allow them to make proper referrals for housing assistance.

H. Privacy Rights

All adult applicants and participants are required to sign HUD form 9886 *Authorization for Release of Information*. This document incorporates the Federal Privacy Act statement and describes the conditions under which HUD/PHA will release family information.

The PHA's policy regarding release of information is in accordance with state and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an "as needed" basis in cases where a reasonable accommodation request is under consideration. Designated staff must approve all requests for access and granting of accommodations based on this information.

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

PHA staff will not discuss family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether he/she has relatives living in public housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

The staff person who is utilizing a file is responsible for its security. Files will never be left unattended in common areas.

I. Posting of Required Information

The PHA will maintain posted notices in a conspicuous area of each Area Management Office lobby that specifies where the following documents are located:

- Statement of policies and procedures governing ACOP or a notice of where the policy is available
- A notice of where the PHA 5-Year Plan and PHA Annual Plans are available
- Information on application process
- Directory of the PHA's housing sites including names, address of offices, and office hours at each facility
- Income limits for admission
- Current schedule of routine maintenance charges
- A copy of the lease

- The PHA's grievance procedures
- A Fair Housing poster
- An Equal Opportunity in Employment poster
- Current resident notices
- Required public notices.

Site developments with Community Rooms and no site office will maintain a bulletin board in a conspicuous place which will contain:

- Resident selection policies [24 CFR §§ 960.202 and 960.203]
- Information on application process
- Income limits for admission
- Current schedule of maintenance charges
- Copy of lease
- PHA's grievance procedures
- Fair Housing poster
- Equal Opportunity in Employment poster
- Current resident notices.

J. Public Housing Management Assessment System (PHAS) Objectives

The PHA operates its Public Housing program with efficiency and can demonstrate to HUD or independent auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the Public Housing Assessment System (PHAS) outlined in 24 CFR Parts 901 and 902. The PHA continuously assesses its program and strives to make improvements.

The PHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The PHA intends to diligently manage its current program operations and continuously makes efforts to be in full compliance with PHAS. The policies and procedures of this program are established so the standards set forth by PHAS are demonstrated and can be objectively reviewed by an Auditor whose purpose it is to evaluate performance.

PHAS is the system HUD uses to access the PHA's performance in managing its low rent public housing programs. PHAS uses a 100 point scoring system based on the following indicators:

- PASS (Physical Assessment subsystem) 40 points
- FASS (Financial Assessment subsystem) 25 points
- MASS (Management Assessment subsystem) 25 points
- CFP (Capital Fund Program) 10 points

An explanation of each indicator is listed below:

PASS includes the physical condition of:

- Housing communities/units.
- Building exteriors.
- Building systems.
- Common areas.

FASS includes financial data:

- As reported by SHRA Finance

MASS includes the management of:

- Occupancy and Vacancy rates.
- Accounts Receivables processed in a timely manner.
- Accounts Payables processed in a timely manner.

CFP

- Ensuring funds for Capital projects are encumbered timely and as projected.

K. Disclaimer

The PHA will consider mitigating circumstances in the application of all rules and actions contained in this document. Giving serious consideration to mitigating circumstances may or may not be sufficient to change an outcome or decision. All PHA staff involved in the management and administration of the Public Housing program will weigh any mitigating circumstances in the application of the rules and provisions contained herein.

Chapter 2: ELIGIBILITY FOR ADMISSION

INTRODUCTION

This chapter defines HUD's and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate applicants. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, as needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

A. Factors Affecting Admission

The family's initial eligibility for Conventional Public Housing will be made in accordance with the eligibility factors which will be verified before the family is admitted to the program. The PHA only accepts applications from families whose head or spouse is at least eighteen (18) years of age or an emancipated minor under state law. To be eligible for participation an applicant must meet HUD's criteria as well as any permissible additional criteria established by the PHA.

HUD QUALIFICATION FACTORS

An applicant is qualified when they meet the following criteria:

- Are a "family" as defined in this chapter;
- Has at least one member of the applicant family who is either a U.S. citizen or has eligible immigration status before the PHA may provide any financial assistance.
- Has an annual income at the time of admission that does not exceed the low-income limit for occupancy established by HUD and posted separately in the PHA offices; and
- Provides a Social Security number for all family members, except as otherwise provided in Section D of this chapter.

In accordance with 24 CFR 982.553(a)(2), the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The PHA will permanently deny admission to any person who has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing in violation of any federal or state law.

AGENCY DISQUALIFICATION FACTORS

The PHA will apply the following eligibility criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program when:

- The family fails to furnish declaration of citizenship or eligible immigrant status and verification where required.
- The family has any outstanding pay or unresolved debt owed to the PHA, or any other PHA, as a result of prior participation in any federal housing program. The PHA will give the family thirty (30) days to prove that they have resolved the debt. A family that has been approved for Chapter 7 bankruptcy does not owe any debt to the PHA, provided that the PHA was listed in the bankruptcy, or the debt was incurred before the bankruptcy.
- The family owes any previous landlord money, as determined by a court, within the last three (3) years. (Consideration will be given to assist the family if the family is under a repayment agreement with that landlord prior to being selected from the waitlist and the payments are current or if the debt was incurred as a result of financial hardship or disability, the family has not been able to repay the landlord as a result of financial hardship or disability, or if other mitigating circumstances justify admission to the program).
- Any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886.
- Any member of the family has been evicted from federally assisted housing for a serious violation of a lease within the last three years. The PHA will consider mitigating circumstances in such cases.
- The family has violated any family obligation during a previous participation in a federally assisted housing program within the last three (3) years. The PHA will consider mitigating circumstances in such cases.
- Any member of the family has been convicted of drug-related criminal activity (see Criminal Screening Criteria below) within the last three (3) years. The PHA will consider mitigating circumstances in such cases.
- Any member of the family has been convicted of violent criminal activity (see Criminal Screening Criteria below) within the last three (3) years. The PHA will consider mitigating circumstances in such cases.
- Any member of the family has engaged in criminal activity, illegal drugs, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents.
- Admission of applicants with any current criminal charges will be delayed pending final disposition of the charges (e.g. dismissal or conviction). After final disposition of the case the applicant will be reviewed to determine whether they meet all admission criteria.
- Meets or exceeds the resident selection and suitability criteria set forth in this chapter.

Where finger printing is not an option, the PHA will ask the prospect to list all convictions that have occurred in the past three (3) years. If the prospect neglects to list a past

conviction, the PHA may elect to continue to process the prospect. If a prospect is able to be finger printed, the PHA will not ask the prospect to list any convictions.

All convictions that fall in the above categories will be reviewed through an individualized screening process where mitigating circumstances will be considered prior to proposed denial from the program.

CRIMINAL SCREENING CRITERIA

The PHA may deny families for any felony convictions for the following offenses:

- Assault and battery
- use of a firearm against a person
- armed robbery
- robbery offenses with no weapon involved.
- intentional homicides
- manslaughter
- kidnapping and abduction
- stalking
- arson
- burglary
- breaking and entering
- fraud, or
- possession of drugs and weapons offenses.

The PHA may deny families for any felony and misdemeanor convictions for the following charges:

- Domestic violence
- sex offenses
- manufacturing, distributing or possession of drugs with the intent to distribute, or
- driving under the influence (of alcohol/drugs).

All convictions that fall in the above categories will be reviewed through an individualized screening process in which the PHA will consider mitigating circumstances prior to proposed denial from the program.

The PHA may elect to continue to process the prospect if during the application process, they neglect to list a past conviction and the conviction is not for:

- Drug related criminal activity
- Violent criminal activity
- Criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

- Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

Admission of applicants with any current criminal charges may be delayed pending a final court decision on the charges or other disposition of the case (e.g., by plea bargain). After the final court decision, the applicant's case will be reviewed to determine whether the applicant meets all admission criteria.

All families must meet or exceed the resident selection and suitability criteria set forth in this chapter.

The PHA will not consider any convictions that are more than three years old, provided no other criminal activity has taken place in the interim.

B. Family Composition (HUD 24 CFR §5.403) Definition of "Family" at Admission

A family is a person or a group of persons, as determined by the PHA consistent with 24 CFR §5.403, approved to reside in a unit with assistance under the program. The applicant must qualify as a family. The PHA defines a group of persons as two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who will live together in PHA housing. Discrimination on the basis of familial status is prohibited and a group of persons may not be denied solely on the basis that they are not related to one another by blood, marriage, or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship (see Chapter 5 *Occupancy Guidelines*).

HUD defines elderly, disabled, and displaced families (see Glossary in this policy for definitions). The PHA further defines a family as:

All of the federally defined families, including elderly family, near-elderly family, disabled family, displaced family, remaining member of a resident family, and a single person and two or more persons related by blood, marriage, adoption or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources.

TEMPORARY ABSENCE OF CHILD

The temporary absence of a child from the home due to placement in foster care is defined as a period of time that is anticipated to be less than six (6) months from the time the family is determined eligible for admission to the program. The child who is temporarily absent from the home due to placement in foster care shall be considered part of the family in determining the family composition and unit size. All temporary absences will be verified through the appropriate agencies. Any child absent for a period exceeding six (6)

months will be considered permanently absent from the home. The child may be added to the family composition when the PHA receives documentation from the court or social services agency that the child has been returned to the home.

OCCUPANCY BY POLICE OFFICERS

In order to provide an increased sense of security for public housing residents, the PHA may allow public housing units to be occupied by police officers. Police officers are not required to be income eligible to qualify for admission to the PHA's public housing program.

HEAD OF HOUSEHOLD

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state or local law.

Emancipated minors who qualify under state law will be recognized as head of household if there is a court order recognizing them as an emancipated minor. Persons who are married are legally recognized as adults under state law.

SPOUSE/PARTNER OF HEAD

There may only be one spouse/partner in the household. (See the Glossary for the definition of spouse/partner).

Co-head

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

When a prospect lists a co-head on the application, at the time of the application process, the PHA will ask the prospect to define the relationship with the co-head. If the co-head is a spouse/partner, the co-head will be treated the same as a spouse/partner and will not be counted in the bedroom size. If they are anything other than in a spousal relationship, staff will include the co-head in the rest of the bedroom size calculation.

Student Eligibility

Students who meet any of the following may qualify for housing assistance, provided that they meet all other eligibility requirements:

- The individual is twenty-four (24) years of age or older by December 31st of the award year;
- The individual has legal dependents other than a spouse.

- The individual is a graduate or professional student.
- The individual is a veteran as defined in the Glossary.
- The individual is married.
- The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was thirteen (13) years of age of older.
- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence.
- Is otherwise individually eligible, or has parents who, individually or jointly, are eligible on the basis of income to receive assistance.
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in the McKinney-Vento Homeless Assistance Act) at (42 United States Code (USC) §11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by— (i) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act; (ii) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; (iii) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or (iv) a financial aid administrator; and
- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

Independent status must be verified by:

- Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education's definition of ''independent student'';
- Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of ''independent student''; and
- Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.

Live-In Aides

A household may include a live-in aide provided that such live-in aide:

- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities.
- Is not obligated to support the person(s) (e.g., parent or legal guardian);
- Would not be living in the unit except to provide care for the person(s);
- Is not considered to be an assisted family member and has no rights or benefits under the program.
- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- May not be a spouse/partner or co-head.
- Must not be in a spousal relationship with any member of the household.
- Must be at least 18 years old, unless they are an emancipated minor, and
- Is approved by the PHA after normal screening criteria.

Other Live-In Aides Considerations

Live-in aides are not subject to non-Citizen Rule requirements.

Live-in aides are not considered a “remaining member” of the resident family and have no rights to the unit. For example, if the head of household is the only other family member and he or she dies, the live-in aide will not “inherit” the unit and will have no rights to the unit or to other assistance from the PHA. Live-in aides may remain in the unit for up to 30 days provided that they are in compliance with the lease as per the Live-in Aide Occupancy Agreement.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, provided that doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of the PHA (the PHA approval will be conducted through the Reasonable Accommodation Committee [RAC]) after normal criminal background screening criteria is met. Written verification certifying that a live-in aide is needed for the care of the family member who is elderly, near-elderly or disabled will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker.

After a Reasonable Accommodation (RA) request for a live-in aid is approved by the RAC, a letter will be sent an approval letter. The letter will inform the family that they must submit a written request to add a live-in aide within one hundred twenty (120) days of the approval letter. If the family fails to request to add the live-in aide during this one hundred twenty (120) daytime period, the request will become void. If the family still requires the accommodation of a live-in aide, they must restart the process by submitting a new RA request for a live-in aide.

The PHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. If the live-in aide or their family members participate in drug-related or criminal activity, the PHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

The PHA has the right to disapprove a request for a live-in aid based on the "Other Criteria for Admission" described in this chapter.

A live-in aide who is an applicant to the conventional housing program may not be approved for their own conventional housing unit while maintaining a bedroom in the conventional or Housing Choice Voucher (HCV) housing unit of another resident. Once an applicant who is residing as a live-in aide with an existing conventional or HCV housing resident receives their own low income or subsidized housing, he or she must immediately be removed from the residence of the existing conventional or HCV housing program participant.

A person who is or will receive housing assistance as a primary participant or family member will not be approved as a live-in aide.

Split Households Prior to Being Housed

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and the new families both claim placement on the waiting list, the PHA will place both families on the appropriate sized wait list based on the split family composition, the date they applied, and any preferences for which they are eligible. Duplicate applications including applications from a segment of an applicant household will not be accepted.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the PHA.

MULTIPLE FAMILIES IN THE SAME HOUSEHOLD

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

Applicants with Minor Children and only one Parent in the Household:

An applicant household who wishes to include a child or children must provide documentation proving they have a majority (more than fifty percent [50%]) or full legal custody or guardianship of the child(ren). Documentation may include, but is not limited to :

- A court-ordered guardianship;
- A notice from the county welfare department verifying that the child is in the home of the applicant;
- A letter from each school-aged child's school verifying the address at which the child is registered and the identity of the person who is listed is the legal guardian;
- A notarized letter from the missing parent of the child stating the applicant has been granted custody of the child; or
- Other verifiable documents which establish the child as a member of the household.

Mitigating circumstances will be considered in situations where majority legal custody or guardianship of children may not be clear (e.g. cases in which there is no custody order granting one parent more than fifty percent [50%] legal and physical custody).

JOINT CUSTODY OF CHILDREN

Children who are subject to an equal joint legal and physical custody order or agreement, but who live with one parent at least fifty-one percent (51%) of the time will be considered members of that household. Fifty-one percent (51%) of the time is defined as one hundred eighty three (183) days of the year, and do not have to run consecutively.

APPLICANTS WITH NON-BIOLOGICAL MINOR CHILDREN:

An applicant who wishes to include non-biological child(ren) must provide documentation that he or she is authorized to act as a legal guardian to the child or children. Appropriate documentation of legal guardianship may include:

- A court-ordered guardianship order (letters of guardianship issued by the court);
- A notice from the county welfare department verifying the child resides with the applicant and the applicant has care, custody and control of the child(ren);
- A letter of placement from a foster care or adoption agency;
- A notarized letter from the absent parent of the child stating the applicant has been granted custody/guardianship of the child;
- A letter from each school-aged child's school verifying the address at which the child is registered as well as the identity of the person who is listed as the legal guardian of the child; or
- Other verifiable documents which establish the child as a member of the household.

If PHA receives contradictory information or documentation related to the custody of the child(ren), PHA may refuse to add the child(ren) until it receives conclusive evidence of majority legal guardianship or custody. Documentation may include letters of guardianship from the courts or a letter from an agency known to provide such verification, such as the Department of Human Assistance (DHA).

C. Income Limitations

Only low-income families are eligible for admission to a PHA's public housing program. HUD establishes income limits annually (by family size) for the area in which the PHA is located. Those considered low-income have income that is eighty percent (80%) or below the median income for that area. Annual income is compared to the income limit and is applied only at admission as a test for eligibility. Once admitted, a family is no longer subject to initial income limit requirements in order to retain eligibility or for unit transfers.

HUD also publishes over-income limits annually, but these are not used at admission. Over-income limits are discussed in Chapter 12 – *Lease Terminations*.

D. Social Security Numbers

All applicants and persons who are later added to the household are required to disclose their Social Security Number (SSN), with the exception of the following individuals:

- Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.

- A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.

- A family that consists of two or more household members and at least one household member that has eligible immigration status is classified as a mixed family and is eligible for prorated assistance in accordance with 24 CFR 5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.

- Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid (PHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system).

- Existing program participants as of January 31, 2010, who are sixty-two (62) years of age or older and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

SSN DOCUMENTATION

Acceptable evidence of the SSN consists of:

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

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

INDIVIDUALS WITHOUT AN ASSIGNED SSN

Some individuals do not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

- Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth);
- Non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's Department of Homeland Security (DHS) documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for);
- Non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN).

The PHA will require citizens and lawfully present non-citizens who state that they have not been assigned a SSN by the SSA to sign a written declaration of such a status under the penalty of perjury to the PHA. The PHA should maintain the declaration in the resident file.

The PHA will use the Alternate ID (ALT ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN.

Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within thirty (30 calendar days of receipt of the SSN).

REJECTION OF SOCIAL SECURITY NUMBER DOCUMENTATION

The PHA may reject documentation of the SSN provided by the applicant or participant for the following reasons only:

a. The document is not an original document; or
b. The original document has been altered, mutilated, or not legible; or
c. The document appears to be a forged document (i.e. does not appear to be authentic).

The PHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

ADDITION OF A NEW HOUSEHOLD MEMBER

When a participant requests to add a new household member to the family who is six (6) years of age or under and has an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in item 6 of this notice at the time of such request or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member who is under the age of six (6) and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of this Notice within ninety (90) calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days the PHA will grant the family an additional ninety (90)-day period to comply with the SSN disclosure and documentation requirement if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 9 of this Notice. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the entire family's assistance, tenancy, or both.

If a minor under the age of six (6) years is part of the applicant's household and is missing their Social Security number, the applicant may become a participant, so long as the Social Security number is received within ninety (90) days.

If SHRA determines at its discretion that the applicant family could not supply the Social Security documentation through no fault of their own, they may grant the applicant family an additional ninety (90) days to provide this documentation. If the family fails to supply the required documentation at the end of the given time frame (ninety [90] or one hundred eighty [180] days), the applicant or participant family will be removed from the program and offered an informal review if they are still an applicant family, or the applicable due process if they are a participant family.

PENALTIES FOR FAILURE TO DISCLOSE AND/OR PROVIDE DOCUMENTATION OF THE SSN

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

a. Applicants: The PHA must deny the eligibility of an applicant if he/she (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN.

   Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR 882 may be admitted to the program without providing the requested documentation (prior or at admission); however, the individual must provide the PHA with such documentation within ninety (90) calendar days from the date of admission. The PHA may grant the individual one (1) ninety (90)-day extension, at its discretion, if it determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances outside the control of the family. If upon the expiration of the time period allowed, the individual fails to comply with the SSN disclosure and documentation requirements the PHA must terminate the individual's tenancy, or assistance, or both.

b. Participants: The PHA will terminate the assistance of the entire household if each member of the household required to disclose their SSN does not disclose their SSN nor provide the required documentation.

   However, if the family is otherwise eligible for continued assistance, the PHA, at its discretion, may suspend the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed ninety (90) calendar days from the date the PHA determined the family was noncompliant with the SSN disclosure and documentation requirement if the PHA finds:

   1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
   2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide documentation of the SSN by the deadline.

   If the family is unable to comply with the requirements by the specified deadline the PHA must terminate the housing assistance of the entire family.

E. Citizenship/Eligible Immigration Status

In order to receive assistance, a family member must be either a U.S. citizen or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

MIXED FAMILIES

A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families". Such applicant families will be given notice that their income-based assistance will be prorated and that they may request a hearing if they contest this determination (see Chapter 6 - Proration of Assistance for "Mixed" Families). If such a family chooses flat rent, the flat rent will not be prorated if it is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent and the family chooses flat rent, then the family's maximum subsidy will be calculated and prorated**.**

NON-ELIGIBLE MEMBERS

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an Informal hearing.

NON-CITIZEN STUDENTS

Non–citizen students, as defined by HUD in the non-citizen regulations, are not eligible for assistance even if they marry an eligible individual.

VERIFICATION OF STATUS BEFORE ADMISSION

The PHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Assistance to a family may not be delayed, denied, or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both Immigration and Naturalization Services (INS) and PHA procedures, except for a pending PHA hearing.

F. Other Criteria for Admission

In developing its admission policies, the aim of the PHA is to attain a resident population comprised of families with a broad range of incomes whose habits and practices will not be a detriment to other residents, and/or the surrounding community. Therefore, it is the policy of the PHA to deny admission to applicants whose present or past habits and

practices may reasonably be expected to increase the likelihood of interference with other residents' right to peaceful enjoyment of the premises or may have an adverse effect on the health, safety and welfare of other residents.

All applicants will be screened in accordance with HUD's regulations and the PHA's Applicant Screening process. The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the PHA's lease as summarized below.

In compliance with the Violence Against Women Act (VAWA), no applicant for the public housing program who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified. SHRA will provide all applicants and participants information about their rights under VAWA in the application.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- To pay rent and other charges as required by the lease in a timely manner;
- To care for and avoid damaging the unit and common areas;
- To use facilities, appliances, and equipment in a reasonable way;
- To refrain from creating health or safety hazards and to report maintenance needs in a timely manner;
- To refrain from interfering with the rights of other residents to quiet and peaceful enjoyment of the property, and to avoid damaging others' property;
- To prevent guests and visitors under the applicant's control from engaging in any activity that could or does threaten the health, safety, or right to peaceful enjoyment of other residents or staff;
- To refrain from engaging in criminal activity or alcohol abuse that could or does threaten the health, safety, or right to peaceful enjoyment of other residents or staff, and to avoid engaging in any drug-related or violent criminal activity on or off the PHA premises;
- To comply with the rules and program requirements of HUD and the PHA; and
- To comply with local health and safety codes.

An applicant must be in good standing with all other federal housing programs in which he or she previously participated. If a debt is owed to another PHA as a result of participation in any other Federal Housing programs the applicant may be denied assistance. The PHA receives information about applicants' history with other federal programs from the Enterprise Income Verification (EIV) system. If an applicant's participation has been terminated as a result of any violation of a family obligation, they may be denied assistance. If a family incurred a debt to a previous federal housing program, the PHA will deny assistance until the family proves that they are in good standing with that program (e.g. that there is a repayment plan is in place with the former PHA and that the family is in compliance with the agreement). Outstanding debt and

termination information will be maintained in EIV for a period of up to ten (10) years from the end of the program participation date.

The head of household, spouse, or co-head is responsible for the entire debt(s) owed to other PHA(s). Children of the head of household, spouse, or co-head who incurred a debt to a PHA will not be held responsible for the previous debt unless they resided in the unit as an adult during the time period the debt was incurred. Debt as a result of unreported income is also due and payable only by the party who did not report the income.

The PHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Interview responses will be subject to third-party verification.

Applicants must be able to demonstrate their ability and willingness to comply with the terms of the lease, either with or without assistance at the time of admission to the program. The availability of assistance is subject to verification by the PHA.

The PHA does not permit a parent or legal guardian to co-sign a lease on behalf of an applicant's family if the head of household is under eighteen (18) and under state/local law, does not have the legal capacity to enter into a legally binding contract.

As a part of the final eligibility determination the PHA will screen each applicant household to assess their suitability as renters. The PHA shall rely upon sources of information which may include, but are not be limited to:

- PHA and HUD records;
- Personal interviews with the applicant or resident;
- Credit checks and unlawful detainer reports;
- Interviews with current and previous landlords, employers, family, social workers, clinics, physicians, parole officers, or law enforcement (e.g. the police or sheriff's department);
- Criminal and court records; or
- Home visits.

Home visits may be conducted at the current residence of all applicants, as the PHA deems necessary, whenever there is the potential for instability, unfavorable landlord feedback, or lack of prior landlord history. Applicants will have at least two working days advance written notice of home visits. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant are likely to negatively impact the health, safety, or welfare of other residents or interfere with other residents' quiet use and enjoyment of the property.

The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially with respect to rent and utilities.
- Eviction or a record of disturbance of neighbors sufficient to warrant the involvement of law enforcement, destruction of property, or living or housekeeping habits at current or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors.
- History or pattern of repeated acts of criminal activity on the part of any applicant family member, including violent or drug-related criminal activity.
- History or pattern of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger or interfering with the peaceful occupancy of neighbors.
- History of initiating threats or behavior indicating intent to assault employees or other residents.
- History or pattern of repeated acts of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the property by other resident; or
- Violations of any family obligations under the rules of any Public Housing Authority.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

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

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
- Adversely affect the physical environment or financial stability of the project.
- Violate the terms and conditions of the lease; and
- Require services from PHA staff that would alter the fundamental nature of the PHA's program.

RENT PAYING HABITS

The PHA will examine any records from a prior tenancy and will request written references from the applicant's current landlord and may request written references from former landlords.

Based upon these verifications, the PHA will determine whether the applicant was chronically late with rent payments, was evicted at any time for nonpayment of rent, or had other legal actions initiated against him/her for debts owed to other PHAs. Any of

these circumstances may be grounds for an ineligibility determination, however, the PHA, will take into account mitigating circumstances in making such determination.

The PHA will not deny admission an applicant solely because they were late with rent payments, fell behind on rent, or were evicted for nonpayment of rent due to the impacts of COVID-19.

SCREENING APPLICANTS WHO CLAIM MITIGATING CIRCUMSTANCES

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior which when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the previous unsuitable rental history and behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, any mitigating circumstances the applicant asserts in his or her case must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition, or course of treatment, the PHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstances. The PHA will also have the right to request further information as reasonably needed to verify the claimed mitigating circumstances. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify the need for a reasonable accommodation.

Examples of Mitigating Circumstances

- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in and completion of social services or other appropriate counseling services approved by the PHA; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

The PHA’s consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission.

Consideration of Rehabilitation

When making determinations concerning applicant eligibility, the PHA may consider whether the applicant household member in question can demonstrate that**:**

- They have successfully completed a supervised drug or alcohol rehabilitation program, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been “clean and sober” for a period of no less than twelve (12) months; or
- The PHA may make inquiries to a drug abuse treatment facility that are solely related to whether the applicant household member in question is currently engaging in the illegal use of a controlled substance in cases where:

    - The Authority receives information from the criminal record of the applicant that indicates evidence of a prior conviction for such offense; or
    - The Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with another resident’s right to peaceful use and enjoyment of the premises.

Persons previously evicted from public housing for drug-related or violent criminal activity must provide the PHA with verifiable evidence that the circumstances leading to the eviction no longer exist.

Documenting Findings

An authorized representative of the PHA shall document any pertinent information received relative to the following:

- Criminal Activity includes the activities listed in the definition of criminal activity in this chapter.
- Pattern of Criminal Activity includes evidence of repeated criminal activities on the part of an individual, or a pattern of conduct, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Pattern of Violent Behavior includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
- Pattern of Drug Use includes a determination by the PHA that the applicant has exhibited repeated acts of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Drug Related Criminal Activity includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use, or possession of a controlled substance
- Pattern of Alcohol Abuse includes a determination by the PHA that the applicant's repeated abuse of alcohol could interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Initiating threats or behaving in a manner which indicates intent to assault employees or other residents.

- Abandonment of a public housing unit without providing notice to PHA officials (to allow staff to secure the unit and protect its property against vandalism or other damage).
- Non-Payment of Rightful Obligations including rent and/or utilities and other charges owed to the PHA or any other PHA or housing provider.
- Falsifying an Application for Leasing including verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false or misleading statements or factual omissions.
- Record of disturbances of neighbors, destruction of property or other disruptive or dangerous behavior consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This includes behavior which damages the equipment or premises in which the applicant resides, or which is seriously disturbing to neighbors or disrupts family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Furthermore, it includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, that have resulted in the repeated disturbance of neighbors.
- Unsanitary or Hazardous Housekeeping includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes serious damages to property, fixtures, or equipment. When it is determined that the family is responsible for conditions that may affect neighbors by causing vermin infestation and/or foul odors or depositing garbage in halls or other neglect of the premises, this may also be cause for denial. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
- Whether the applicant or resident is capable of maintaining the responsibilities of tenancy. In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in aide may also be considered in making this determination.

If the PHA receives unfavorable information about an applicant the PHA will consider the timing, nature, and extent of the applicant's conduct. The PHA will also consider factors indicating a reasonable probability of favorable future conduct or financial prospects.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reasons for the denial. The PHA will provide applicants the opportunity to request an informal review of the denial (see Chapter 13 - *Complaints, Grievances, and Appeals*).

G. Denial of Admission for Drug Related and/or Other Criminal Activity

PURPOSE

Federally assisted housing is intended to provide a place for residents to live and raise families, not a place to commit crime, to use or sell drugs or to threaten, intimidate, harm, or terrorize neighbors. It is the intent of the Housing Authority of the County of Sacramento to fully endorse and implement a policy designed to help create and maintain a safe, crime- and drug-free community and protect program participants against threats to their personal and family safety.

ADMINISTRATION

All screening procedures shall be administered fairly and will not discriminate on the basis of race, color, nationality, religion, sex, familial status, disability, sexual orientation, gender identity or other legally protected groups, or violate applicants' privacy rights.

To the maximum extent possible the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the bulletin boards of the PHA's area management offices and copies will be available to applicants and residents upon request.

Screening for Drug Abuse and Other Criminal Activity

In an effort to prevent drug, violence related, or other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety, or the right to peaceful enjoyment of the premises by other residents, the PHA will endeavor to screen applicants thoroughly and fairly. The PHA may consider relevant and mitigating circumstances in screening applicants.

Examples of Mitigating Circumstances

- Evidence of successful rehabilitation.
- Evidence of the applicant family's participation in and completion of social services or other appropriate counseling services approved by the PHA; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

Obtaining summary criminal history information for the purpose of screening a prospective participant/applicant includes evaluating:

- Any information about applicants' criminal convictions within the last three years, and any information regarding a pattern or repeated acts of criminal or drug-related activity that within the last three years.

- Any felony offense involving criminal activity related to controlled substances within the last three years (reference California Penal Code § 11105.03).
- In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future (which could be supported by evidence of rehabilitation).

SECURITY AND CRIMINAL BACKGROUND CHECK

The PHA will verify any involvement in criminal activity on the part of any applicant family or household member who intends to reside in the PHA leased premises:

- Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a PHA program. Criminal activity that occurs while an applicant's family is on the PHA's waiting list may result in the PHA's decision to reject an applicant family.
- Involvement in criminal activity by any member of an applicant family or household member that would adversely affect the health, safety, or welfare of other residents will be verified using information from the criminal records system of the City of Sacramento, the State of California, and the federal National Crime Information Center (the "NCIC"). The PHA will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy. The Authority will review police reports for any criminal activity during the three-year period prior to consideration for admission.
- The PHA will use a third party service to check criminal history.
- The PHA will use the criminal records system of the City and County of Sacramento, the State of California, the NCIC, Department of Justice (DOJ), and other states and/or municipalities to check all applicants for any evidence of:
    (1) Any and all information relative to any criminal convictions within the past three (3) years;
    (2) Any and all information relative to any criminal charges that are currently pending before the court of the State of California or any jurisdiction, including the federal courts;
    (3) In accordance with 24 CFR 982.553(a)(2),the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

- The criminal records system will be used to assess the applicant's past behavior - especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property.
- Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation) the PHA may not admit persons engaging in any criminal activity in violation of state and/or federal law.
- In applying the above provisions, the PHA will consider the nature of the offense and any mandatory penalties in accordance with state and federal law, as well as any mitigating circumstances.

Standard for Violation

The PHA will deny admission to the program to applicants for three years from the date of an eviction if a household member has been evicted from public housing for drug-related criminal activity. However, the PHA may admit the household if the PHA determines:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA and has met the rehabilitation standard set forth in this policy;
- The circumstances leading to eviction no longer exist; or
- There are other mitigating circumstances.

The PHA will deny admission to the program to applicants for three (3) years from the date of conviction, or, if the applicant has been incarcerated for one year or more, one year from the date the applicant is released from incarceration, based on drug-related and other criminal activity that may pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents.

The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity.

The PHA will deny participation in the program to applicants if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern or repeated acts of alcohol abuse.

The PHA will consider alcohol abuse to be a pattern if there is more than one incident during the previous eighteen (18) months.

In evaluating evidence or a pattern of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it might affect other residents and/or the likelihood of favorable conduct in the future which could be supported by evidence of the applicant’s rehabilitation.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

The PHA must deny admission to any applicant who has a family member using medical marijuana even if a State of California medical marijuana card and/or prescription is issued to that person (See HUD legal opinion dated January 20, 2011, “Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing”).

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

The PHA will consider mitigating circumstances in evaluating these cases.

Evidence

Evidence of an arrest alone is not a sufficient basis to deny an applicant. The PHA may pursue fact-finding efforts as needed to obtain credible evidence. ; however, the evidence supporting the arrest, including without limitation police reports or witness statements, may form a sufficient basis to deny an applicant.

The PHA must have credible evidence of the violation. Credible evidence may be obtained from the following:

- Police and/or court records
- Reports from criminal reporting sites such as the National Credit Reporting Agency
- Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence
- Documentation of drug raids or arrest warrants
- Evidence gathered by PHA inspectors and/or investigators; and
- Proof of a criminal conviction (see Criminal Screening Criteria).

Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished or in accordance with HUD regulation.

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination. If the family's assistance is denied or terminated the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and issuance of a final decision.

The PHA will document in the family's file that the family was denied admission or the family's tenancy was terminated due to findings in the Criminal History Report.

Disclosure of Criminal Records to Family (24 CFR §960.204(c))

Before the PHA takes any adverse action based on a criminal conviction record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon written request and providing picture ID to ensure that the PHA is maintaining the security of the personal information of the subject of record. The PHA will not mail criminal records to any address as it is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of criminal records.

Recommendation of Admission or Rejection

Recommendation for admission or denial of admission will be based on the aforementioned criteria in this section.

Supervisory Review and Hearings

If information is revealed that would cause the PHA to deny admission to the applicant and the applicant disputes the information he or she will be given an opportunity for an informal review (or an informal hearing if the individual is a program participant) according to the PHA's hearing procedures outlined in Chapter 13 – Complaints, Grievances and Appeals. The applicant must request the informal review no later than ten (10) days following receipt of the notification of denial of admission.

Difficult or complex cases may be referred to the Eligibility Supervisor for further review and determination.

If after pulling a family from the waitlist, the preference verification indicates that the applicant does not qualify for the preference (e.g. disability, veteran status, etc.), the applicant will be returned to the waiting list without the local preference and will be notified in writing of the determination.

If the applicant is associated with more than one subsidized unit (e.g. he or she is already a household member in a public housing unit), the PHA will request that he or she complete an affidavit, signed under penalty of perjury, stating that the individual understands he or she cannot be a household member of two subsidized units at the same time and acknowledging that the applicant must relinquish his or her current public housing unit or subsidy in order to participate in the new program.

Chapter 3: APPLYING FOR ADMISSION

INTRODUCTION

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial pre-application or an application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Pre-applicants will be placed on the waiting list in accordance with this policy.

APPLICATION PROCESS

The pre-application process is as follows:

- The pre-application will be recorded by date and time received.
- The “initial” or pre-application is used to determine the family’s placement on the waiting list (applications submitted during a wait list opening, for which a lottery selection system has been used, will be maintained and pulled from the waitlist through a computerized random selection process).
- During the pre-application phase, the family is referred to as a pre-applicant.
- Once a family responds to the initial letter, they are considered an applicant.
- The "final determination of eligibility for admission" (referred to as the full application) takes place when the family reaches the top of the waiting list. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current, in order to determine the family’s eligibility for an offer of a suitable unit.

A. Overview of Pre-Application Process

PRE-APPLICATION

Families who wish to apply for any of the PHA’s programs must complete a preliminary application (pre-application) when the waiting list is open. The information is to be completed by the pre-applicant whenever possible. To provide specific accommodation for persons with disabilities a staff member may complete the information over the telephone. The pre-application form may also be mailed to the applicant in an accessible format, if requested.

Pre-applications will not require interviews. Information on the pre-application will not be verified until the pre-applicant has been selected for a final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. Pre-applications will be accepted online only for all waiting lists. The pre-application does not preliminarily determine eligibility, only placement on the waitlist.

APPLICANT STATUS WHILE ON WAITING LIST

Applicants and pre-applicants are required to inform the PHA in writing or electronically through the PHA applicant portal within thirty (30) days of changes in family composition, income, and address, as well as any changes in their preference status. Pre-applicants are also required to respond to requests from the PHA to update information on their application or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list (See Chapter 13 - Complaints, Grievances and Appeals).

STATUS OF THE WAITING LISTS

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The waiting list shall be open for a period of time sufficient to include enough applicants to cover projected turnover and new allocations over the next twenty-four (24) months, or at its discretion, the PHA may leave the waiting lists open indefinitely.

The PHA will update the waiting list periodically by removing the names of those families who are no longer interested in public housing or cannot be reached by mail. At the time of initial intake the PHA will advise families of their responsibility to notify the PHA when changes in family composition, income, mailing address, telephone numbers and/or other changes occur.

When the PHA opens the wait list, the PHA will provide public notice of this by advertising in the following (and the PHA must announce the opening and closing dates of the waitlist.):

- Local, minority, and non-English language newspapers/publications
- Media entities
- City and County offices, and
- Local community service providers

The notice will contain:

- The dates, times, and the locations where families may obtain an application or how to sign up online;
- The programs for which applications will be taken; and
- A brief description of the program limitations, if any, on who may apply.

The notices will be made in an accessible format, if requested. They will provide potential pre-applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon the request from a person with a disability, additional time to submit the application past the stated deadline will be provided as a reasonable accommodation.

The PHA may stop the acceptance of applications if there are enough applicants to fill anticipated openings for the next twenty-four (24) months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. The PHA will give at least thirty (30) calendar days' notice prior to closing the list. When the period for accepting applications is over the PHA will add the pre-applicants to the list by separating the pre-applicants into groups based on bedroom size, unit type, preferences and date, and time of application. The PHA will announce the closing of the waiting list by public notice as previously described.

The PHA utilizes Site Based waitlists. These waitlists are designed to assist prospects on only one given site, one given area or a given age designation such as an elderly waitlist. Site Based waitlists can be opened or closed at any time. The PHA will announce the closing of the wait list by posting the closing date on www.sacwaitlist.com. When the period for accepting pre-applications is over, the PHA will not accept additional pre-applications or maintain a list of those who wish to be notified when the wait list is open as this would be administratively burdensome to the PHA.

B. Completion of a Full Application

When the PHA is ready to select pre-applicants from the waiting list the PHA will send the pre-applicant a letter requesting various authorizations for the release of information to complete a criminal, credit, eviction and rental history screening of all adults who will reside in the unit. The PHA may also send additional documents to complete a prescreening prior to sending a full application. Pre-applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a person with a disability makes a request for an accommodation. Applicants will then be interviewed by PHA staff to review the information on the full application form. Applicants may verify their disability status under the Social Security Administrative (SSA) Act, Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and related laws and amendments, the Americans with Disabilities Act (ADA), and make requests for reasonable accommodations at this time.

The qualification for preference(s) must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current (not past) status (e.g. where an individual was homeless at the time he or she applied for the waiting list, but no longer qualifies for this preference because he or she is not homeless at the time of verification of the homeless preference).

REQUIREMENT TO ATTEND INTERVIEW

If the pre-applicant fails to respond to the initial letter within twenty (20) days or does not appear for a pre-scheduled interview/orientation the PHA will send the pre-applicant a withdrawal notice. (A family applying is not considered an applicant until they respond to the initial letter.) The PHA will consider mitigating circumstances prior to the withdrawal action. The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs which may be available.

All adult members are required to attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship, on a case-by-case basis.

If the head of household cannot attend the interview due to a disability a reasonable accommodation may be requested to be absent from the interview. However, the head of household; will be required to certify by signature that all the information is complete and accurate. The head of household will be responsible for the application and all the information contained therein.

If the applicant fails to appear for an appointment (except for the initial letter) the PHA will send the applicant a withdrawal notice and he or she may request an informal review. If the PHA determines the missed appointment was for good cause the applicant will remain on the wait list. If the applicant requests to have the pre-scheduled appointment rescheduled prior to the day of the appointment the appointment will be rescheduled. If the applicant misses the rescheduled appointment without good cause, the applicant will be removed from the waiting list (see Chapter 13 - Complaints, Grievances and Appeals).

Applicants who do not submit the requested information during the interview, or, when requested in writing from the PHA within ten (10) business days from the date of the letter requesting the information will be sent an anticipated withdrawal notice and a form to request an informal review of the anticipated withdrawal. It is the applicant's responsibility to contact the PHA to ask for another opportunity to bring back the requested information. Another ten (10) days may be granted with proof of good cause for not returning the information (good cause, as defined in the Glossary).

An anticipated withdrawal notice to the applicant will include the applicant's hearing rights.

A reasonable accommodation will be made for disabled persons who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with the disability.

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the PHA, the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information, which is not covered, by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the PHA.

Every adult in the household member must sign a 52675 form. This form authorizes the PHA to send debts owed and adverse information of former participants who have voluntarily or involuntarily terminated participation to HUD.

Every adult household member must sign a consent form to release criminal conviction records and to allow the PHA to receive records and use them in accordance with HUD regulations.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given ten (10) business days to supply the information. If the information is not supplied within this time period, or if an extension is not requested and granted, the PHA will provide the family with a notification of denial of assistance (see Chapter 13 - Complaints and Appeals.

VERIFICATION

Information provided by the applicant will be verified using the verification procedures set forth in Chapter 7. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verified information that is less than one hundred twenty (120) days old at the time of admission is considered current and need not be re-verified.

C. Final Determination and Notification of Eligibility

After the verification process is completed the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the resident suitability determination (see Chapter 2 – Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make a final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list and moved to the wait pool.

The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

If a family is selected for more than one waitlist and they complete the intake process and are ready to be housed the family must choose which waitlist (and subsequently which unit) they want to be housed in. Once a family is housed they are removed from PHA waitlists, except that any family housed in Public Housing will not be removed from the resident-based Housing Choice Voucher (HCV) waitlist.

Chapter 4: RESIDENT SELECTION AND ASSIGNMENT PLAN

INTRODUCTION

This chapter describes the PHA's policies with regard to local preferences, management of wait lists, and the number of unit offers that will be made to qualified applicants selected from the wait pool. PHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the PHA's policy that each applicant shall be assigned an appropriate place on the wait list for the developments in which the applicant wishes to reside. Applicants will be listed in sequence, based upon the wait list guidelines stated below. In filling an actual or expected vacancy the PHA will offer the dwelling unit to an applicant in the appropriate sequence.

A. Management of the Wait List

The PHA will administer its wait lists as required by 24 CFR Part 5, Part 945 and 960 Part Subparts A and B. The wait list will be maintained in accordance with the following guidelines:

- The application will be a permanent file
- The list will state the family name and family type
- The list will state the racial and ethnic designations of the head of household
- All applicants in the wait pool will be maintained in order of preference and the date of the application
- Applications equal in preference will be maintained by date and time sequence
- Applicants will be listed by size and type of unit required.

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

- Applications submitted during a wait list opening during which a lottery selection system has been used will be maintained and pulled from the wait list through a computerized random selection process.

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

TYPES OF WAIT LISTS

This PHA may maintain the following types of wait lists:

- Mixed Population
- General Occupancy
- Designated Elderly
- Designated Disabled
- Site-based
- Accessible Units

APPLYING TO MULTIPLE WAIT LISTS

A family may put their name on multiple public housing wait lists but when the family is admitted to a public housing site they will be taken off all other public housing waiting lists. If they are on the Housing Choice Voucher (HCV) or any other HCV wait lists they may remain on those lists while residing in public housing.

Applicants accepting a rental unit in public housing may significantly delay their selection from the Housing Choice Voucher (HCV) wait list. This is due to the fifty percent (50%) rent burden preference established for the HCV program.

B. Site-Based Wait Lists

If the PHA establishes site-based wait lists both current and new applicants may choose which site-based wait list they wish to be placed on and may submit an application for as many sites as where they would choose to live.

When there are insufficient applicants on a site-based wait list the PHA will contact applicants on all other wait lists who may qualify for the type of housing with insufficient applicants. "Insufficient applicants" on a list will be defined as not enough families to fill vacancies for at least three (3) months based on anticipated turnover at the development.

Every reasonable action will be taken by the PHA to ensure that applicants may make informed choices regarding the development(s) in which they wish to reside. The PHA will disclose information to applicants regarding the location of available sites. The PHA will also include basic information relative to amenities available at different public housing sites such as day care, security, transportation, training programs, and an estimate of the period of time that the applicant will likely have to wait to be admitted to units of different types.

The system of site-based wait lists will be carefully monitored to ensure that civil rights and fair housing are affirmatively furthered. In order to monitor the site-based wait lists the PHA will:

- Self-monitor its system of site-based wait lists at least biannually to prevent the possibility of racial steering does not occur. If the PHA's biannual analysis of its site-based wait list indicates that a pattern of racial steering is or may be occurring, the PHA will take corrective action;
- At least every three (3) years use independent testers to ensure that applicants are not treated differently based upon race or ethnicity and that no patterns of discrimination exist; and
- Assess changes in racial, ethnic or disability-related resident composition at each PHA site that has occurred during the implementation of the site-based wait lists. Each year the PHA will make this assessment based on PIH Information Center (PIC) data that has been confirmed to be complete and accurate by an independent public auditor.

C. Assignment of Units Designated for the Elderly, Disabled, or Mixed Use

In accordance with the 1992 Housing Act, families with a head, spouse, co-head or sole member who qualifies as a person who is elderly, disabled, or near-elderly as defined in 24 CFR §945.105 will be offered admission to buildings/units that are designated as elderly only, disabled only or mixed use for elderly and disabled individuals subject to a HUD-approved allocation plan.

ELDERLY, NEAR-ELDERLY, AND DISABLED

Elderly families are defined as families whose head, spouse, co-head, or sole member is at least sixty-two (62) years of age. Disabled families are defined as families whose head or spouse or sole member is a person with disabilities. A near-elderly family is a family whose head, spouse, co-head or sole member is at least fifty (50) years of age but under sixty-two (62) years of age. Refer to the Glossary for additional detail on definitions of elderly, near elderly, and disabled families.

DESIGNATED HOUSING PLAN

Current developments that are designated elderly only will continue to fill vacancies with the next eligible applicant on the wait list who accepts a unit offer. If there are no elderly only families on the elderly only wait list the PHA may make unit offers to near elderly only applicants in descending order by age (62, 61, 60 etc.).

After Sacramento Resident Advisory Board (SRAB), PHA Commission review, and HUD approval of a designated plan for elderly/near-elderly only housing the PHA will fill vacancies at designated developments with elderly and near-elderly families only. Younger disabled families who currently reside in developments approved for elderly/near-elderly designed housing will be relocated on a voluntary basis only.

All PHA local preferences apply to elderly, disabled and near-elderly applicants.

MIXED POPULATION

A mixed population development is reserved for elderly, near-elderly, and disabled families. Elderly, near-elderly, and disabled families are given equal preference in admission. The PHA does not establish a limit on the number of elderly, near-elderly, or disabled families accepted in a mixed population development.

D. General Occupancy Units

General occupancy units are designed to house all populations of eligible families. In accordance with the PHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the PHA's general occupancy units.

E. Accessible Units

The PHA has accessible units designed for persons with mobility, sight and hearing impairments. No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

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

- First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control who has a disability that requires the special features of the vacant unit; and
- Second, to an eligible qualified applicant in the waiting pool having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant (see *Chapter 9 - Leasing*).

F. Offer of Placement on the Housing Choice Voucher (HCV) Wait List

At any time, a family that is on the public housing program or waitlist may sign up for any HCV wait list, provided that the wait list is open.

G. Removal from Wait List and Purging

If a family at any time submits a request in writing to be removed from any or all waitlists, staff will remove the family and will not offer the family an informal review since the removal was voluntary on the part of the family.

The wait list will be purged periodically by mailing and emailing a notice to all applicants to ensure that the wait list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within forty-five (45) days of the date of the letter, or electronically through the PHA applicant portal the applicant will be removed from the wait list. If the letter is returned to SHRA by the Post Office, the letter will be maintained in accordance with the SHRA document retention policy. If the applicant contacts SHRA within forty-five days from the purge deadline to report a change in address, he or she will be given the opportunity to provide the updated address and be reinstated. If an applicant is removed from the wait list for failure to respond after the forty-five day grace period, the PHA will take into consideration mitigating circumstances before it makes the determination of whether to reinstate the applicant to the wait list. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

If an applicant is removed from the wait list for failure to respond they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period or the family provides good cause.

If the PHA receives returned mail from the Post Office, the PHA will refer to other SHRA waitlists and inventory for any updated address prior to removing the applicant from the waitlist. If there is no updated address found from these sources, the applicant will be removed without further notice and the envelope and letter will be maintained in accordance with PHA retention policy. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

The PHA may also remove a name from the wait list for the following reasons:

- The applicant requests to be removed from the wait list;
- The applicant was clearly advised of a requirement to notify the PHA of his/her continued interest by a particular time and failed to do so;
- The PHA has made reasonable efforts to contact the applicant to determine whether he or she is still interested in applying for public housing, but has been unsuccessful in its efforts to contact the applicant; or
- The PHA has notified the applicant of its intention to remove the applicant's name due to his or her ineligibility for public housing.

H. Wait List Preferences

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the wait list. Every applicant must meet the PHA's selection criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law the PHA will give preference to qualified families.

Per PIH Notice 2013-15 any time a new preference is added to an existing wait list, families already on the wait list will be given the opportunity to qualify for the preference and move up on the wait list accordingly.

HOMELESS INITIATIVES

The PHA is making all City Housing Authority units that become available for occupancy available for homeless families. These preferences will serve the homeless population, giving priority to families connected to a homeless service provider.

The PHA uses the following local preferences:

> (8 Points) Families Receiving Homeless Services: Homeless families (as defined in the Glossary) are receiving services from a public agency or consortia of agencies providing wrap-around services to homeless families. The PHA approved service provider will verify that the family is homeless and that they will provide supportive services to allow a family to obtain and maintain stable housing.
>
> (5 Points) Homeless families: Families (including individuals) who are homeless as defined in the Glossary that are not connected to services.
>
> (2 Points) Involuntary Displacement: Families displaced by a natural disaster recognized by the federal government (e.g. flood, earthquake, or fire) will be granted this preference. Displacement by government action also includes families wishing to reside in Public Housing who were displaced (subsidy ended or otherwise insufficient) from the Housing Choice Voucher (HCV) program due to lack of federal funding or sequestration.
>
> (2 Points) Veterans: A veteran is defined in the Glossary.

All other applicants who do not qualify for any preference will be placed on the waiting list by the date and time of application. Families with equal preference points will be contacted to complete the full application in order of date and time of placement on the wait list.

Families who reach the top of the wait list will be contacted by the PHA to complete a full application at which time their preference will be verified.

An applicant may not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related or violent criminal activity. The PHA may grant an exception to such a family if the responsible member has successfully completed a rehabilitation program.

If the applicant family or individual falsifies documents or knowingly makes false or misleading statements in order to qualify for any preference, the PHA will notify the family and remove the applicant or applicant family from the wait list.

I. Preference Denial

The applicant will be returned to the wait list and ranked without the local preference if the preference verification indicates that an applicant does not qualify for the preference. Applicants may exercise other rights if they believe they have been discriminated against.

CHANGE IN CIRCUMSTANCES

Changes in an applicant's circumstances while on the wait list may affect the family's eligibility for a preference. Applicants are required to notify the PHA in writing when their circumstances change within 30 days of the change. When an applicant claims an additional preference the applicant will be placed on the wait list in the proper order of their newly claimed preference.

J. Special Admissions

When HUD awards a PHA program funding that is targeted for specified types of families, the PHA will admit these families under a special admission procedure. Special admissions families will be admitted outside of the regular wait list process. These families do not have to qualify for any preferences and are not required to be on the program wait list. The PHA maintains separate records for these special admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced due to demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 Housing Assistance Payment (HAP) contract at or near the end of the HAP contract term;
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project; and

- A family that has been displaced by a natural disaster recognized by the federal government (e.g.Hurricane Katrina)

Applicants who are admitted under the special admissions rather than from the wait list are identified by codes in the automated system.

K. Matching Unit and Family Characteristics

Factors such as unit size, accessible features, deconcentration or income-mixing, income targeting, or units in housing designated for elderly individuals limit the admission of families to those characteristics that “match” the characteristics and features of the available vacant unit.

By matching unit and family characteristics it is possible that some families in the waiting pool may receive an offer of housing ahead of families with an earlier date and time of application.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the preference system. Other admissions required by court order will also take precedence over the preference system.

L. Income Targeting

The PHA will monitor its admissions to ensure that at least forty percent (40%) of families admitted to public housing each fiscal year have incomes that do not exceed thirty percent (30%) of area median income (AMI) of the PHA’s jurisdiction.

Hereafter, families whose incomes do not exceed thirty percent (30%) of AMI will be referred to as "extremely low-income families".

The PHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the Quality Housing and Work Responsibility Act (QHWRA) by admitting less than forty percent (40%) of “extremely low-income families” to public housing in a fiscal year, to the extent that the PHA has provided more than seventy-five percent (75%) of newly available vouchers and certificates to “extremely low-income families.” This fungibility provision discretion by the PHA is also reflected in the PHA’s Housing Choice Voucher (HCV) Administrative Plan.

The fungibility credits will be used to drop the annual requirement below forty percent (40%) of admissions to public housing for extremely low-income families by the lowest of the following amounts:

- The number of units equal to ten percent (10%) of the number of newly available vouchers and certificates in the fiscal year;
- The number of public housing units that: (1) are in public housing developments located in census tracts having a poverty rate of thirty percent (30%) or more,; and (2)

are made available for occupancy by and are actually occupied in that year by, families other than extremely low-income families.

THE FUNGIBILITY FLOOR

Regardless of the above two amounts, in a fiscal year, at least thirty percent (30%) of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to thirty percent (30%) of its newly available units. Fungibility shall only be utilized if the PHA is anticipated to fall short of its forty percent (40%) goal for new admissions to public housing.

COMBINING LOW AND VERY LOW-INCOME FAMILY ADMISSIONS

Once the PHA has met the forty percent (40%) targeted income requirement for new admissions of extremely low-income families the PHA will fill the remaining sixty percent (60%) of its new admission units with both low and very low-income families.

M. Deconcentration of Poverty and Income-Mixing

The PHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower-income projects and lower-income residents into higher-income projects. Gross annual income is used for income limits at admission and for income-mixing purposes.

The PHA will gather data and analyze, at least annually, the resident characteristics of its public housing stock, including information regarding resident incomes, to assist in the PHA's deconcentration efforts.

The PHA will use resident income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the PHA in its deconcentration goals.

DECONCENTRATION AND INCOME-MIXING GOALS

Admission policies related to the deconcentration efforts of the PHA do not impose specific quotas. Therefore, the PHA will not set specific quotas, but will strive to achieve deconcentration and income mixing in its developments.

DEVELOPMENT DESIGNATION METHODOLOGY

The PHA's goal is to have eligible families with higher incomes occupy dwelling units in developments predominantly occupied by eligible families with lower incomes, and eligible families with lower incomes occupy dwelling units in developments predominantly occupied by eligible families with higher incomes.

Families with lower incomes include very low and extremely low-income families. Skipping of families for deconcentration purposes will be applied uniformly to all families.

INCOME LIMIT METHOD

The PHA will compare the gross annual income of all families in all multi-unit developments to the jurisdiction's income limits.

The PHA will designate as higher income developments those developments in which twenty percent (20%) or more of the families residing in the development have incomes at or above the low-income limit of eighty percent (80%) of area median income (AMI).

The PHA will designate as lower income developments those developments in which eighty percent (80%) or more of the families residing in the development have incomes at or below extremely low and very low-income families.

PHA INCENTIVES FOR HIGHER AND LOWER INCOME FAMILIES

The PHA may offer certain incentives to higher and lower-income families willing to move into higher or lower-income projects. The PHA will not take any adverse action against any family declining an offer by the PHA to move into a higher or lower-income project.

N. Plan for Unit Offers

The plan for selection of applicants and assignment of dwelling units to ensure equal opportunity and non-discrimination on the grounds of race, color, sex, religion, or national origin is:

- **Two offers-** The applicant shall be offered a suitable unit based on the wait list(s) to which they have applied. If the first offer is rejected a final unit offer will be made.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the oldest vacancy first.

The PHA will maintain a record of units offered and accepted or declined by applicants.

O. Changes Prior to Unit Offer

Changes that occur prior to the applicant's acceptance of a unit may affect the family's eligibility; number of bedrooms needed, and/or Total Tenant Payment (TTP). Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. If the family is subsequently determined ineligible the applicant will be notified in writing of changes in their eligibility or level of benefits and offered the right to an informal review, when applicable (see *Chapter 13 - Complaints, Grievances, and Appeals*).

An applicant's failure to notify the PHA of changes in their family status while on the waitlist may result in the applicant family being returned to the wait list. A change in family size that alters the bedroom size for which the family was originally selected from the wait list will result in the applicant being returned to the wait list for the unit size for which the family qualifies.

P. Applicant Status After Final Unit Offer

When an applicant rejects the final unit offer, the PHA will remove the applicant's name from that site based waiting list. The applicant must reapply for that specific wait list; however, his or her applications for other lists will not be affected.

Q. Time-Limit for Acceptance of Unit

Applicants must respond to unit offers within fourteen (14) calendar days. The PHA will make unit offers by phone call, (if the applicant's telephone number is available) and by letter to the applicant's last known address. The offer will be noted as a refusal (turn down) if the applicant does not respond or accept a unit within the specified number of days.

APPLICANTS UNABLE TO TAKE OCCUPANCY

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the offer will not be noted as a refusal.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- Inaccessibility to source of employment or children's daycare such that an adult household member must quit a job or drop out of an educational institution or a job-training program in order to accept the unit;
- Presence of lead-based paint in the unit offered when the applicant has children under the age specified by current law;
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member; or
- The unit is inappropriate for the applicant's disabilities.

R. Refusal of Offer

If the unit offered is refused for other reasons the PHA will follow the applicable policy set forth in Sections O and Q above.

Chapter 5: OCCUPANCY GUIDELINES

INTRODUCTION

The occupancy guidelines are established by the PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units while preserving them from excessive wear and tear or over- or under-utilization. This chapter explains the occupancy guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. Determining Unit Size

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one (1) person per bedroom. The PHA's occupancy guideline standards for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person eighteen (18) years or older, or an emancipated minor. All guidelines in this section relate to the number of bedrooms in the unit.

Dwelling units will be assigned so that generally the PHA will assign one (1) bedroom to two (2) people within the following guidelines:

- Minors of the same sex and same generation (less than ten [10] years apart in age) shall be allocated one (1) bedroom.
- Minors of the opposite sex, under the age of six (6) years old shall be allocated one bedroom to share. If one of the minors is five (5) years old at the time of intake only, then one (1) bedroom shall be allocated for each child as long as the occupancy standards for other minors, as listed above, is met.
- Adults (eighteen (18) and over) who have a spousal relationship shall be allocated one bedroom.
- Exception: infants under one (1) year of age may be allowed to share a room with two (2) other members of the household, at the discretion of the family.

The PHA assigns an additional bedroom under the following conditions:

- Residents of the opposite sex, 6 (six) years of age and older shall be allocated separate bedrooms
- When a resident is pregnant and the unit does not meet the occupancy guidelines
- Live-in aides will be provided a separate bedroom unless otherwise requested by the family. Only one (1) additional bedroom per household will be provided for a live-in aide who assists a disabled member of the household on a full-time

or rotational basis or if the disabled person must have multiple part-time rotating attendants. No additional bedrooms are provided for the live-in aide's family members.

Other considerations in determining the bedroom size:

- Existing foster children may be considered when determining unit size provided that they have been in the home for six (6) months or more. Requests for the addition of foster children to the household must be approved by the PHA prior to the actual move-in of the proposed new member. Approval will be based on current bedroom size. Additional bedrooms will not be awarded. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including projected length of the temporary placement, placement confirmation from an accredited foster care institution and the foster care assistance payment amount.

    - Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to immediately notify the PHA of all changes in household composition within 30 days of each occurrence.

    - Unused additional bedroom(s) for foster children may not be vacant for more than six (6) months.

    - If the PHA determines there is no longer a need for the additional bedroom(s) and has verified this with the foster care agency, the household may be considered to be over-housed and will be issued an involuntary transfer notification to relocate to a smaller unit.

    - The household will not be eligible to increase the unit bedroom size again for twenty-four (24) months.

- Space may be provided for a child who is away at school but who lives with the family during school recesses for as long as the child is considered a dependent.
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military unless the absence is considered temporary such as short-term reserve duty.
- Single person families shall be allocated zero (0) or one (1) bedroom units.
- The living room will not be counted for use as a bedroom. (*The living room will not be considered as a bedroom when determining the eligibility for the number of bedrooms for a family. A family may elect to stay in, or request, a unit smaller than what they qualify for, as long as the number of individuals residing in the household does not create an over-crowding situation.)* The family may choose to utilize the living room as a sleeping space; but it shall not be occupied as a permanent sleeping space for more than one person.)

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	2
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. Exceptions to Occupancy Standards

The unit considerations in this chapter should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the PHA will make a determination after review of the situation, the individual circumstances, and the verification provided (see Chapter 11 - Recertifications).

The PHA will grant exceptions from the guidelines in cases where it is the family's request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- In all cases where the family requests an exception to the general occupancy standards the PHA will evaluate the relationship and ages of all family members and the overall size and accessibility features of the unit.

The family may request to be placed on a larger or smaller bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger or smaller bedroom size and must be verified by the PHA before the family is placed on the larger or smaller bedroom size list.

The PHA will consider these requests:

- Person(s) with Disability
- The PHA will grant an exception to occupancy standards upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Addendum1 (E) -

Reasonable Accommodations Policy (see Chapter 20: *Reasonable Accommodation Policy)*, or
- Other circumstances.

A health care professional must verify requests for a larger number of bedrooms due to medical equipment. A licensed physician or an attending health care professional must verify all requests based upon health-related needs.

The PHA will not assign a larger bedroom size due to addition of family members, including returning adult family members, other than by birth, adoption, marriage, foster children or court-awarded custody.

The PHA must approve all members of the family residing in the unit. The family must obtain written approval of any additional family member before that person is allowed to move into the unit, except for additions by birth, adoption, or court-awarded custody, in these cases, the family must inform the PHA of the change in household composition within thirty (30) days.

To avoid vacancies and when there are no other applicants to qualify for eligibility, the PHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. A suitable unit is defined as a unit that meets the occupancy standards outlined above in this plan for a family size. This requirement is a provision of the public housing lease.

Over-housed

A family will be required to move if the PHA determines the family is over-housed for the family size based on the PHA occupancy standards. Over-housed is defined as occupancy of a unit of a given bedroom size while qualifying for a smaller bedroom size as outlined in the occupancy standard of this plan, unless where the PHA has granted the family a reasonable accommodation that qualifies the family for the larger bedroom size. Please see Chapter 9 - Leasing, in regards to additions into the household for further information.

The PHA will add the family to the appropriate transfer list and give the family notice of the requirement to move when there is an available unit.

Under-housed

A family may be required to move if the PHA determines the family is under-housed for the family size based on the PHA occupancy standards. Under-housed is defined as

occupancy of a unit of a given bedroom size while qualifying for a larger bedroom size as outlined in the occupancy standards of this plan.

If a family requests an exception to remain under-housed, they must do so in writing and state the reason for this request. The PHA will review and approve exceptions on a case-by-case basis.

C. Accessible Units

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications. Preference for occupancy of these units will be given to families with disabled members who require the modifications or amenities provided in the units.

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

- First, to a current occupant of another public housing unit who has a disability that requires the special features of the vacant unit; and
- Second, to an eligible qualified applicant on the waiting list who has a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available. The resident's deposit will be transferred to the new unit and the PHA will pay for moving expenses. This requirement will be a provision of the public housing lease agreement.

Chapter 6: DETERMINATION OF TOTAL TENANT PAYMENT

INTRODUCTION

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD notices, memoranda and addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this chapter address those areas, which allow the PHA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of TTP.

A. Minimum Rent

The minimum rent for this PHA is zero dollars ($ 0.00).

The TTP is the greater of:

- Thirty percent (30%) of the adjusted monthly income;
- Ten percent (10%) of the gross monthly income; or
- The minimum rent of $0.00 as established by the PHA.

The minimum rent refers to a minimum total resident payment and not a minimum resident rent.

The total resident payment does not include charges for excess utility consumption or other charges.

The PHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to minimum rent. The PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act (HWRA) are stated in the following section.

PHA Procedures for Notification to Families of Hardship Exemptions

The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law. The PHA will document the family has been notified of their right to request a minimum rent hardship exemption in the family's file.

The PHA notification will advise the family that the hardship exemption determination is subject to the PHA's grievance procedures (see Chapter 13 - Complaints, Grievances and Appeals).

The PHA will review all resident requests for exceptions from the minimum rent due to financial hardships. All requests for minimum rent exemption are required to be in writing. Requests for minimum rent exemption must state the family circumstances that qualify the family for an exception.

EXCEPTIONS TO MINIMUM RENT

When a family requests a minimum rent hardship exemption, application of the minimum rent will be suspended beginning the month following the family's hardship request. During the minimum rent suspension period the PHA will not charge the family a minimum rent, or if applicable, will discontinue charging the family a minimum rent. The PHA will not evict the family for nonpayment of minimum rent during the ninety (90) day period beginning the month following the family's request for a hardship exemption.

The minimum rent will be suspended until the PHA determines whether the hardship is:

- Covered by the exception criteria; and
- Temporary or long term.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

The PHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD CRITERIA FOR HARDSHIP EXEMPTION

In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an immigrant lawfully admitted for permanent residence;
- The family would be evicted as a result of the imposition of the minimum rent requirement; or
- The income of the family has decreased because of changed circumstances, including:

    1) Loss of Employment: Defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment;
    2) Death in the family leading to loss of income; or

3) Other circumstances as determined by the PHA or HUD.

- Public housing agencies (PHAs) may grant hardships for households unable to pay rent due to unanticipated medical or disability expenses, as well as for households no longer eligible for the childcare expense deduction. 24 CFR 5.611(c)(1)- (c)(2). And 24CFR 5.611(d)

NO QUALIFYING HARDSHIP

If the PHA determines there is no hardship covered by the statute, a minimum rent will be imposed retroactively to the time of suspension of the minimum rent payment. The family must pay any back rent and will be offered a reasonable repayment agreement. The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is ten dollars ($10).

TEMPORARY HARDSHIP

If the PHA determines that the hardship is temporary, a minimum rent may not be imposed for a period of ninety (90) days beginning the month following the date of the family's request for a hardship exemption. At the end of the ninety (90) day suspension period the PHA will reinstate the minimum rent retroactively to the beginning of the suspension. The family will be offered a reasonable repayment agreement for the back rent owed by the family. The PHA defines temporary as ninety (90) days.

The maximum length of time the PHA will enter into a repayment agreement with a family is twelve (12) months unless otherwise specified and approved by the PHA. If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the PHA will reevaluate the family's ability to pay the increased rent amount and:

- Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or
- Determine that the repayment agreement is a financial hardship to the family and if so, restructure the existing repayment agreement.

The PHA's policies regarding repayment agreements are further discussed in Chapter 14 - Family Debts to the PHA.

LONG TERM HARDSHIP

If the PHA determines a qualifying financial hardship is long term, the PHA will exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption will apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

B. Income and Allowances

INCOME 24 CFR 5.609(a) is defined as:

All amounts, not specifically excluded, received from all sources by each household member who is:

A. 18 years of age or older or
B. The head of household or spouse of the head of household (any age)

In Addition to

A. Unearned income by or on behalf of each minor dependent who is under 18 dependent years of age, and
B. Imputed returns on net family assets exceeding $50,000 (adjusted annually using the CPI-W) when the value of the actual returns from a given asset cannot be calculated. Imputed returns are based on the current passbook savings rate, as determined by HUD Actual income from assets.
C. Imputed return on assets over $50,000.

(see Chapter 20 - Glossary - Income Inclusions and Income Exclusions).

ANNUAL INCOME

Annual income is defined as the gross amount of income, monetary or not, anticipated to be received by the family during the twelve (12) months after admission, certification or recertification. Gross income is the amount of income prior to any allowable expenses or deductions and does not include income specifically excluded by HUD. Annual income is used to determine whether applicants are within the applicable income limits (see 24 CFR 960.201).

ADJUSTED INCOME

Adjusted income is defined as the annual income minus any allowable deductions.

ALLOWABLE DEDUCTIONS

HUD has five (5) allowable deductions from annual income:

1. Dependent allowance: Four hundred eighty dollars ($480) each for minor family members (other than the head, co-head or spouse), and for family members who are eighteen (18) and older and who are full-time students or who are disabled.

2. Elderly/Disabled allowance: Five hundred twenty-five dollars ($525) per household for families whose head, co-head or spouse is sixty-two (62) or over or disabled.

3. Allowable medical expenses: 24 CFR 5.609(b)(6) Un-reimbursed (medical expenses not covered by medical insurance [including Medi-Cal], regional centers [for individuals with developmental disabilities], schools [for special education students], or other sources) medical expenses for all family members that exceed ~~3~~10% of the gross annual income of the family are deducted for elderly and disabled families. Families who are already receiving a deduction for expenses that exceed 3% of gross annual income will now receive a deduction for expenses over 5% gross annual income. The percentage will increase by 2.5% annually until reaching the 10% threshold.

Residents:	2024 Recertification	2025 Recertification	2026 Recertification
Already receiving a medical expense deduction of 3% of Gross Income	5% Of Gross Income	7.5% Of Gross Income	10% Of Gross Income
Claiming a medical expense deduction at 2024 Recertification	10% of Gross Income	10% of Gross Income	10% of Gross Income

4. Childcare expenses: Reasonable childcare expenses for children under thirteen (13) are deducted when childcare is necessary to allow an adult household member to work, attend school, or actively seek employment. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense.

5. Allowable Disability Assistance Expenses: 24 CFR 5.609(b)(6) Un-reimbursed disability expenses that exceed Ten percent (10%) of the gross annual income are deducted for attendant care by a non-family member or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense. Families who are already receiving a deduction for expenses that exceed 3% of gross annual income will now receive a deduction for expenses over 5% gross annual income. The percentage will increase by 2.5% annually until reaching the 10% threshold.

Residents:	2024 Recertification	2025 Recertification	2026 Recertification
Already receiving a disability expense deduction of 3% of Gross Income	5% Of Gross Income	7.5% Of Gross Income	10% Of Gross Income
Claiming a disability expense deduction at 2024 Recertification	10% of Gross Income	10% of Gross Income	10% of Gross Income

DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS – EARNED INCOME DISALLOWANCE (EID)

Effective January 1, 2024, only families currently participating in EID may continue to receive benefits up to 2 years from this date.

Effective October 1, 1999, EID replaced the 18-month earned income disregard for families going from training programs to work. For qualified families, EID excludes income earned by family members who start work, self-sufficiency programs, or who have increases in employment income.

ELIGIBILITY

In case of unreported income that qualifies for EID exclusion, the time will be charged against the EID exclusion. However, unreported income will be formally documented as a resident lease violation that may lead to termination from public housing. Family members who are ineligible non-citizens are also ineligible for EID. In mixed families only the U.S. citizens or eligible non-citizens (e.g., lawful permanent residents [LPRs]) are eligible for EID exclusions.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent and whose annual income increases due to one of the following reasons:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member during participation in any economic self-sufficiency or other job-training program. or
- New employment or increased earnings of a family member during or within six (6) months after receiving assistance, benefits, or services under any State program for Temporary Assistance to Needy Families (TANF) provided that the total amount over a six (6)-month period is at least five hundred dollars ($500).

The HUD definition of "previously unemployed" includes a person who has earned in the twelve (12) months prior to employment no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage within the state or locality.

The HUD definition of an economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to prepare a participant to work (such as substance abuse or mental health treatment).

EXCLUDED INCOME

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of Temporary Assistance for Needy Families (TANF) received in the six (6) month period including monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

INITIAL TWELVE (12) MONTH EXCLUSION

During the cumulative twelve (12) month period beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, the PHA will exclude from annual income, any increase in income of the family member, as a result of employment, over the prior income of that family member.

SECOND TWELVE (12) MONTH PHASE-IN EXCLUSION

During the second cumulative twelve (12) month period after the expiration of the initial cumulative twelve (12) month period referred to above, the PHA must exclude from annual income of a qualified family, fifty percent (50%) of any increase in income of a

family member as a result of employment over income of that family member prior to the beginning of such employment.

MAXIMUM TWO-YEAR DISALLOWANCE

The earned income disallowance is limited to a lifetime twenty-four (24) month period for the qualifying family member. For each family member the disallowance only applies for a maximum of twelve (12) months of full exclusion of incremental increase and a maximum of twelve (12) months of phase-in exclusion during the twenty-four (24) month period starting from the date of the initial exclusion.

If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the twenty-four (24) months period and continue until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve [12] month full exclusion and the second twelve [12] month phase-in exclusion).

No earned income disallowance will be applied after the twenty-four (24) month period following the initial date the exclusion was applied regardless of whether the family has received the full exclusion for a total of twelve (12) months or the phase-in exclusion for the total of twelve (12) months.

APPLICABILITY TO CHILD CARE AND DISABILITY ASSISTANCE EXPENSE DEDUCTIONS

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

TRACKING THE EARNED INCOME EXCLUSION

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- The date the increase in earned income was reported by the family;
- Name of the family member whose earned income increased;
- Reason (e.g.new employment, participation in job training program, within six (6) months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded);
- Date the increase in income is first excluded from annual income;
- Date(s) the earned income ended and resumed during the initial cumulative twelve (12) month period of the exclusion (if any);

- Date the family member has received a total of twelve (12) months of the initial exclusion;
- Date the twelve (12) month phase-in period began;
- Date(s) earned income ended and resumed during the second cumulative twelve (12) month period (phase-in) of exclusion (if any);
- Date the family member has received a total of twelve (12) months of the phase-in exclusion; and
- Ending date of the maximum twenty four (24) months, disallowance period from the date of the initial earned income disallowance.

The PHA will maintain a tracking system to ensure correct application of the earned-income disallowance.

The PHA will continue to track EID for Existing EID recipients until their pre-established termination date, not to exceed 2 years.

If an interim recertification is not done for income increase, the initial twelve (12) month exclusion will still begin on the date on which the increase in earned income began.

INAPPLICABILITY TO ADMISSION
The earned income disallowance does not apply for purposes of program admission.

C. Income Exclusions

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18.
- 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). This exclusion also applies to Tribal Kinship or guardianship care payments.
- 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.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- Income of a live-in aide, as defined in 24 CFR §5.403;
- Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under training programs funded by HUD.

- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.
- 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 PHA 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 PHA's governing board. No resident may receive more than one such stipend during the same period of time.
- 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.
- Temporary, nonrecurring or sporadic income (including gifts).
- 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.
- Earnings in excess of four hundred eighty dollars ($480) for each full-time student eighteen (18) years of age or older (excluding the head of household and spouse).
- Adoption assistance payments in excess of four hundred eighty dollars ($480) per adopted child.
- Deferred periodic amounts from Supplemental Security Income (SSI) and other Social Security benefits (e.g. Social Security Disability Insurance [SSDI]) that are received in a lump sum amount or in prospective monthly amounts.
- 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.
- Payments that qualify as Kinship Guardianship Assistance Payment (Kin-GAP) income, earned by an individual for caring for a minor member of the household.
- Amounts paid by a state or local agency to a family with a member who has a disability and is living at home to offset the cost of services and equipment needed to keep the disabled family member at home; or
- Amounts specifically excluded by any other federal statute or regulation from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program

Commented [RV1]: 24 CFR §5.609(b)(19)

to which the exclusions set forth in 24 CFR §5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

- Loans are not counted as income when they are temporary, nonrecurring, or sporadic.
- Distribution of principle from Irrevocable trusts, including Special Needs Trusts.
- Veterans' aide and attendant care.
- FSS Escrow Deposits.
- Education Savings Accounts Distributions - Coverdell or any qualified tuition program under IRS section 529 and 530

D. Individual Savings Accounts

The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

E. Wages from Employment with the PHA or Resident Organization

Upon employment with the PHA or officially recognized resident organization, the full amount of employment income received by the person will be counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes the Public Housing and Housing Choice Voucher (HCV) programs.

F. Averaging and Annualizing Income

When annual income cannot be anticipated for a full twelve (12) months the PHA will average known sources of income that vary to compute an annual income.

The PHA is required to obtain at a minimum two (2) current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third-party verification form or the best available information.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose monthly income fluctuates, this estimate will be used so that the total resident rent will not change from month to month.

The PHA may annualize income for a shorter period if it is not feasible to determine the value for a twelve (12) month period (example; with seasonal work or unemployment compensation).

The method used depends on the regularity, source and type of income.

G. Minimum Income

There is no minimum income requirement. Families who report zero (0) income are required to complete an interim recertification every ninety (90) days. Families who report zero (0) income will also be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

In some cases, a person with zero (0) income will receive a utility allowance reimbursement to help assist with paying utilities for their unit. (see Chapter 7 - Zero Income Status).

H. Income of Person Permanently Residing in a Nursing Home

If a family member is permanently residing in a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

- Exclude the income of the person permanently residing in the nursing home and give the family no deductions for medical expenses of that family member.

I. Regular Contributions and Gifts

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received every three (3) months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts (see Chapter 7 - Verification Procedures for Additional Information).

If the family's expenses exceed their known income, the PHA will make inquiry of the family about contributions and gifts.

24 CFR § 5.609(c)(9). Gifts for holidays, birthdays, or other significant life events or milestones are excluded from income.

J. Alimony and Child Support

Regular alimony and child support payments are counted as income for calculation of the TTP.

If the amount of child support or alimony received is less than the amount ordered by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less than that ordered by the court if:

- The PHA receives verification of this information from the agency responsible for enforcement or collection; or
- The family furnishes documentation of a child support or alimony collection action filed by a child support enforcement/collection agency; or
- The family provides the PHA with proof that it has filed an enforcement or collection action through an attorney against the party responsible for making the spousal and/or child support payments.

It is the family's responsibility to supply a certified copy of the divorce decree (court order).

In cases where an adult family member is required to pay alimony and/or child support, this amount is not excluded as an income deduction.

LUMP-SUM RECEIPTS

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 are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment insurance, child support or welfare assistance are counted as income and any amount remaining will be considered an asset. Lump sum payments from SSI or other Social Security benefits (e.g. SSDI) are excluded from income. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive resident rent that the family owes as a result of the receipt of lump-sum benefits, the PHA uses a method that calculates retroactively, depending on the circumstances.

RETROACTIVE CALCULATION METHODOLOGY

The PHA will calculate the lump-sum payments retroactively by going back to the date the lump-sum payment was received, or the date of admission, whichever is most recent, so long as the date is not prior to admission to public housing.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due the PHA. This retroactive amount is due and payable to the PHA.

At the PHA's option, the PHA may enter into a repayment agreement with the family. This retroactive amount is due and payable to PHA. The amount owed by the family is a collectible debt even if the family moves out of public housing voluntarily or is terminated from the program.

ATTORNEY FEES

The family's attorney fees may be deducted from lump-sum payments when computing annual income, when the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

K. Assets and Asset Income

Income generated from some assets is used in the calculation of annual income for the purpose of determining the Total Tenant Payment. Net family assets are defined as the net cash value after deduction of reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. The following are excluded from assets:

- Interests in Indian trust land.
- Equity accounts in HUD homeownership programs; and
- The value of necessary items of personal property such as furniture and automobiles.
- FSS Accounts
- Education Savings Accounts- Coverdell or any qualified tuition program under IRS section 529 and 530
- The value of real property the family does not have legal authority to sell
- Irrevocable Trusts
- Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member, for an incident resulting in a disability.

Where the family has net family assets in excess of fifty thousand dollars (50,000) the PHA will use the greater of:

- Actual income from all net family assets, or
- Imputed asset income, which is the cash value of listed assets multiplied by HUD-determined local passbook interest rate.

Residents with assets less than fifty thousand dollars (50,000) will require third-party verifications from financial institutions of all family assets upon admission to the public housing and then again at least every three (3) years thereafter.

25 CFR 5.618(a)

Families with net assets over $100,000 (after adjusted for inflation) would be ineligible from public housing. These calculations are subject to due process and the families will have an opportunity to request a review.

Families would be ineligible for assistance, if they own real property suitable for occupancy by that family and meet certain conditions (have an ownership interest, legal right to reside in, and authority to sell the property)

Exceptions may apply:

- A family that receives assistance for the property from the Housing Choice Voucher Program
- Property jointly owned with someone else, and occupied by the other owner who is not a member of the household receiving benefits.
- A Victim of domestic violence, dating violence, sexual assault, or stalking
- A family that is offering the property for sale

The PHA cannot waive the asset requirement but may allow the family 6 months before serving a termination of assistance notice and may allow the family to come into compliance during that time.

CONTRIBUTIONS TO RETIREMENT FUNDS

Contributions to company retirement/pension funds are handled as follows:

- Any distribution of periodic payments from these retirement accounts shall be considered income at the time they are received by the family.

Exclusion of Retirement and Educational Savings Accounts: Retirement accounts and educational savings accounts will not be considered a net family asset.

L. Assets Disposed of for Less than Fair Market Value

The PHA must count assets disposed of for less than fair market value during the two (2) years preceding certification or recertification. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of divorce or legal separation are not considered assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than fair market value is ~~five~~ fifty thousand dollars ($50,000). If the total value of assets disposed of within the two (2) year period is less than ~~five~~ fifty thousand dollars ($50,000) they will not be considered an asset.

M. Childcare Expenses

Unreimbursed childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further their education to comply with federal law.

For disabled family members aged thirteen (13) and older, childcare expenses that enable a family member to be employed and are not paid to a member of the family or reimbursed by an outside source shall be considered deductible disability assistance expenses.

Only before or after-hours care can be counted as childcare expenses in the case of a child attending private school.

In all cases, childcare expenses must be reasonable, which is determined by the average childcare rates in the PHA’s jurisdiction.

Allowance of deductions for childcare expenses is based on the following guidelines:

CHILDCARE TO WORK

The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

CHILDCARE FOR SCHOOL

The number of hours claimed for childcare may not exceed the number of hours the family member is attending school, including one (1) hour travel time to and from school.

A family whose eligibility for the childcare expense deduction is ending may request a financial hardship exemption to continue the deduction. 24 CFR 5.611(d).

The PHA may grant hardships for households unable to pay rent due to households no longer eligible for the childcare expense deduction. The family must demonstrate that they are unable to pay their rent because of the loss of this deduction and the childcare expense is still necessary even though the family member is no longer employed or furthering their education. The duration of relief will be up to 90 days and the PHA may terminate the hardship exemption if they determine the family no longer needs it.

AMOUNT OF EXPENSE

The PHA will survey local care providers in the community and other surveys to determine reasonable rates of care. The PHA will use the collected data as a guideline. The PHA may calculate the allowance using the guideline if the hourly rate materially exceeds the guideline.

N. Disability Assistance Expense

Families may deduct reasonable anticipated expenses for attendant care and auxiliary apparatuses for family members with disabilities under the following circumstances:

- If they are necessary to enable a family member to be employed (this maybe the disabled member); and
- The expenses are not paid to a member of the family or reimbursed by an outside source.

This deduction may not exceed the earned income received by family members who are able to work because of such qualified expenses.

Auxiliary apparatuses are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read and write, but only if these items are directly related to permitting the disabled person or other family member to work.

- The PHA may grant hardships for households unable to pay rent due to unanticipated disability expenses.

O. Health and Medical Expenses [24 CFR §5.611]

5. The medical expense deduction is limited to families whose head, spouse/partner, co-head, or sole member is at least sixty-two (62) years of age or is a person with disabilities (elderly or disabled families). Families who are determined to be either elderly or disabled may deduct un-reimbursed medical, attendant care and auxiliary apparatus expenses that exceed three percent (10%) of their gross annual income in determining their Total Tenant Payment. When a household is eligible for a medical expense deduction, the medical expenses of all family members may be counted. Families who are already receiving a deduction for expenses that exceed 3% of gross annual income will now receive a deduction for expenses over 5% gross annual income. The percentage will increase by 2.5% annually until reaching the 10% threshold.

Residents:	2024 Recertification	2025 Recertification	2026 Recertification
Already receiving a deduction of 3% of Gross Income	5% Of Gross Income	7.5% Of Gross Income	10% Of Gross Income
Claiming a deduction at 2024 Recertification	10% of Gross Income	10% of Gross Income	10% of Gross Income

To qualify for a deduction, medical expenses must meet two essential criteria:

- They must be anticipated, regular, or an ongoing expense that a family expects to pay in the twelve (12) months following examination or reexamination; and,
- They must be un-reimbursed and not covered by an outside source (e.g. insurance).

If a family qualifies for medical expense deductions, the expenses of all family members will be considered. The medical allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular, ongoing, and anticipated expenses during the coming year.

Medical Expenses may include:

- Services of doctors and health care professionals.
- Services of health care facilities.
- Laboratory fees, X-rays and diagnostic tests, cost for blood, and oxygen.

- Medical insurance premiums.
- Prescription/non-prescription medication (prescribed by a physician or other authorized healthcare provider) along with legible receipts for these medications.
- Transportation to/from medical treatment (cab fare, bus fare, mileage based on Internal Revenue Service [IRS] rules). In cases involving monthly travel passes where trips are unlimited during the period covered by the pass, the IRS rate and mileage will be used to determine the medical expense trip cost per visit to and from the physician's office, up to, but not exceeding the cost of the monthly travel pass;
- Dental expenses, eyeglasses/contact lenses, hearing aids and batteries, wheelchairs, walkers, scooters;
- Live-in or periodic medical assistance;
- Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The allowance may include only the amount expected to be paid in the coming twelve (12) months;
- Expenses paid to an HMO;
- Purchase or rental and upkeep of medical equipment;
- An assistive animal and the upkeep and care of the animal; and
- Any other verifiable and medically necessary service, apparatus or medication, as prescribed by a third-party healthcare provider.

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source (e.g. medical insurance).

One or more of the methods listed below will verify all expense claims:

- Written verification within the field of their profession by a medical professional, hospital or clinic personnel, dentist, or pharmacist of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) the extent to which those expenses will be reimbursed by insurance or a government agency;
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family;
- Written confirmation from the Social Security Administration (SSA) of medicare premiums to be paid by the family over the next twelve (12) months (a computer printout will be accepted);
- Receipts, cancelled checks, or payment stubs that verify past medical costs or past insurance expenses likely to be incurred in the next twelve (12) months;
- Copies of payment agreements or the most recent invoice verifying payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months;

- Receipts or other record of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription drugs and other items, prescribed by a physician, and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year.
- The PHA will use mileage, at the IRS rate, cab, bus fare, or other public transportation costs to verify the cost of transportation directly related to medical treatment. In cases involving monthly travel passes where trips are unlimited during the period of time covered by the pass, the IRS rate and mileage will be used to determine the actual cost of trips related to medical treatments.
- Receipt for medical equipment.

When it is unclear in the HUD rules whether an item may be included as a medical expense, IRS Publication 502 will be used as a guide. Even if an expense is allowable, in order to be deductible it must be an ongoing (i.e. not one-time) expense.

The PHA will require the family to provide verification of medical expenses. Verification may include but is not limited to payment invoices and statements from a doctor certifying the anticipation of the medication and/or treatment costs for the next twelve months.

A resident-signed certification of medical expenses without supporting documentation will not be accepted as proof of medical expenses.

The PHA will provide residents written notification stating which medical expenses are approved and which are not approved as deductions for the purpose of rent determination.

- The PHA may grant hardships for households unable to pay rent due to unanticipated medical expense.

If residents disagree with the approved medical expense deductions, they have the right appeal the PHA's decision in accordance with the PHA's Grievance Procedures, (see Chapter 13).

P. Proration of Assistance for "Mixed" Families

APPLICABILITY

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995 that do not qualify for continued assistance must be offered prorated assistance (see Chapter11 - Recertifications). Mixed

family applicants are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member, are entitled to prorated assistance.

PRORATED ASSISTANCE CALCULATION

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form **MAXIMUM RENT**

The flat rent will be utilized as the maximum rent and will be used in the calculation of prorated resident rent for mixed families (families with one or more member who are ineligible non-citizens and not eligible for housing assistance).

The PHA will establish new flat rents at the beginning of each fiscal year (January) and will make these rents effective with annual reexamination effective March 1 and later.

Q. Income Changes Resulting from Welfare Program Requirements

See Chapter 11 - Recertification for Reduction in Welfare Benefits.

R. Utility Allowance and Utility Reimbursement Payments

If the cost of utilities (excluding telephone) is not included in the resident rent, a utility allowance will be deducted from the TTP. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household and not on a family's actual consumption.

If the utility allowance exceeds the family's TTP, the PHA will issue a utility reimbursement payment to the family each month. The check will be made out directly to the resident.

RESIDENT-PAID UTILITIES

The following requirement applies to residents living in developments with resident-paid utilities or applicants being admitted to such developments. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction as this is considered a serious lease violation and a violation of the public housing rules and regulations.

S. Annual Rent Election

AUTHORITY FOR FAMILY TO SELECT

The PHA will allow each family residing in a public housing unit to elect (choose) annually whether the rent paid by the family will be:

1) determined based on family income (income-based rent), or
2) the flat rent.
The PHA will provide families with sufficient information to make an informed choice. This information will include:

- How to switch the type of rent in circumstances of financial hardship, and
- The dollar amount of resident rent the family will pay under each option.

The PHA will provide both rent options for any public housing unit owned, assisted or operated by the PHA.

ALLOWABLE RENT STRUCTURES

Flat Rents

The PHA has established a flat rental amount for each dwelling unit in public housing that is in compliance with Public Law 113 – 76, *The Fiscal Year 2014 Appropriations Act*.

The PHA will annually set the flat rental amount for each public housing unit at no less than eighty percent (80%) of the applicable Fair Market Rent (FMR), and then reduce that amount by the applicable utility allowance. For residents currently paying a flat rent, the new flat rental amounts will be offered, as well as the income-based rental amount, at their next annual recertification.

The PHA will:

- Conduct a Rent Reasonableness study, and
- Calculate rents based on the market rental value of the unit, as determined by the rent reasonableness study.

If the flat rent, as determined by the rent reasonableness study, is at least eighty percent (80%) of the FMR, the PHA will set flat rents at the amount determined by the rent reasonableness study.

If the flat rent, as determined by the rent reasonableness study, is less than eighty percent (80%) of the FMR, the PHA will set flat rents at eighty percent (80%) of the FMR, subject to the utilities adjustment.

The PHA will place an annual cap on any increase in a family's rental payment that exceeds thirty-five percent (35%), and is a result of changes to the flat rental amount. Increases that exceed thirty-five percent (35%) of the current rent will be phased in over three (3) years.

The rental amounts will be calculated by:

- Multiplying the existing flat rental payment by 1.35 and comparing the new rental amount to the updated flat rental amount; and
- The flat rent will be adjusted downward by the Utility Allowance when allowable to ensure the rental amount does not exceed the FMR.Once the flat rental amounts are calculated, the PHA will present the two (2) rent options to the family at their next annual recertification and the family can choose whether to pay:

    - the updated flat rental amount; or
    - the income based rent.

The PHA shall review the income of families paying flat rent once every three (3) years. Family composition will be reviewed annually for all families, including those paying flat rent.

Income-Based Rents

The monthly TTP amount for a family shall be an amount based on the total family income as verified by the PHA that does not exceed the greatest of the following amounts:

- Thirty percent (30%) of the family's monthly-adjusted income,
- Ten percent (10%) of the family's gross monthly income, or
- The PHA's minimum rent of fifty dollars ($50).

Switching Rent Determination Methods Based on Hardship Circumstances

If a family has elected to pay the PHA's flat rent, but faces an eligible hardship and cannot pay the flat rent, the PHA will provide the family the amount determined under income-based rent within thirty (30) days. Eligible hardships include:

- Situations in which the income of the family has decreased because of changed circumstances including loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- An increase in expenses due to a change of circumstances in the family's expenses such as increased medical costs, childcare, transportation, education, or similar items; and
- Such other situations as may be determined by the PHA.

All hardship situations must be verified by the PHA. Once a family switches to income-based rent due to financial hardship, the family must wait until its next annual recertification to determine whether to switch back or continue paying income-based rent.

The rental policy developed by the PHA encourages and rewards employment and self-sufficiency.

Annual Recertification: At the time of annual recertification, the family will be sent a form from the PHA on which the family will indicate whether they choose flat rent or income-based rent.

Chapter 7: VERIFICATION PROCEDURES

INTRODUCTION

HUD Regulations require that the factors and Total Tenant Payment and Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources in accordance with HUD regulations and will document tenant fields whenever third-party verifications are not available and why third party verification was not obtained.

Residents must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

Electronic Signatures
The PHA may use electronic signatures in lieu of manual signature for documents and contracts. The PHA may use electronic systems for electronic signatures including but not limited to DocuSign and SHRA Resident Portal. The use is at the option of the parties in the transaction. When using electronic signature, it is under the sole control of the person using it. Electronic signature shall have the same force and effect as a manual signature.

Requests for public records, pertaining to information regarding an assisted household, will require a release of information form with a wet signature.

A. Methods of Verification and Time Allowed

The PHA will verify information through the five (5) methods of verification acceptable to HUD in the following order:

1. Upfront Income Verification (UIV) is income information that could be obtained through the Enterprise Income Verification (EIV) system or other system that allows a PHA direct access to verify resident income. Verifications received by direct electronic access from the source are considered Upfront Income Verification;
2. Written Third-Party Verification, which may be a document provided by the resident from the income provider or source;

3. Written Third-Party Verification Form, which is a written income verification request submitted by the PHA to the income provider or source to verify the income received by the participant;
4. Oral Third-Party Verification, which is income verified orally by phone with the income provider or source;
5. Resident Declaration (signed under penalty of perjury.

The PHA will allow up to five (5) days for return of third-party verifications and will allow up to five (5) days to obtain other types of verifications before using the next verification method. The PHA will document the file as to the reason third-party written or oral verification was not used. The PHA will not delay the processing of a recertification beyond a reasonable and appropriate time period based solely upon a third party's failure to return the verification in a timely manner.

UP FRONT INCOME VERIFICATION (UIV)

The UIV is the highest level of third-party verification.

The PHA uses a HUD-required EIV system to verify tenant-supplied information regarding earned income, Social Security benefits, Supplemental Security Income (SSI) and unemployment benefits. The EIV is an electronic independent platform that systematically and uniformly maintains income information in computerized form for a large number of individuals. EIV does not verify earned income, Social Security benefits or SSI.

If UIV information differs from tenant-supplied information by more than $200 per month or UIV information does not exist, the PHA must request another form of verification.

- PHAs are required to use the EIV system to verify Social Security/SSI benefits of current participants and household members.
- PHAs will print the EIV Income Report and may use it to calculate the tenant rent. If the tenant provides a more recent third-party verification from the income sources, the PHA may use the amounts on that verification to calculate the tenant rent. The PHA will use the gross benefit amount to calculate annual income from Social Security benefits. EIV will not be used to verify employment income.
- If the participant disputes the EIV-reported benefit amount, the PHA will request the tenant provide a current (dated within the last sixty [60] calendar days) benefits verification letter and the PHA will request third-party verification from the income source provider. If the participant is unable to conclusively dispute the validity of the information obtained through EIV and the third-party source, the income will be attributed to the participant.
- Photocopies of social security checks or bank statements are not acceptable forms of verification for Social Security or SSI benefits because the dollar amount listed may not be the gross benefit amount.

The PHA will accept verifications delivered by the family (if they can be verified by other means) from agencies, including, but not limited to:

- Social Security Administration (for SSI and other Social Security programs)
- Veterans Administration
- Department of Human Assistance (welfare office)
- Employment Development Department (EDD)
- Unemployment Insurance Appeals Board
- City or County Courts
- Pharmacy (in regards to prescription drugs)
- A local, state or federal Court
- The Work Number
- State wage/income collection agency

Third-Party Oral Verification

When third-party oral verification is used, PHA staff are required to complete a Certification of Document Viewed or Person Contacted Form, stating the name of the person with whom they spoke, the date of the conversation and the facts provided. If provided by telephone, the PHA must document the call.

Review of Resident-Supplied Documents

The PHA will utilize documents generated by a third-party source provided by the family as a primary source if the documents provide complete information. All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents cannot be photocopied, staff reviewing the document(s) will complete a Certification of Document Viewed or Person Contacted Form or document.

The PHA will accept the following documents from the family provided that the document is such that tampering would be readily noticeable:

- Printed wage stubs; a minimum of two (2) check stubs are required
- Computer printouts from the employer
- Other documents noted in this chapter as acceptable verification

The PHA may accept faxed documents and photocopies.

If the third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy of more than $100 a month (per income source), the PHA will utilize the third party verification.

Tenant Declaration

When verification cannot be made through any of the higher forms of verification including upfront or third party, the PHA will require the tenant to complete a written tenant declaration (Affidavit) of income and sign it under penalty of perjury.

Tenant declaration means a statement written on an Affidavit form and signed under penalty of perjury. The application or the annual recertification packet may also serve as a form of self-certification as long as all adult household members sign it. The tenant may also elect to have a self-certification notarized at their expense.

B. Release of Information [24 CFR §5.230]

HUD 9886
All adult family members will be required to sign the HUD form 9886 Release of Information/Privacy Act form and the PHA's Authorization for the Release of Information. Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission or termination of assistance. It is a family obligation to supply any information requested by the PHA and to sign consent forms requested by the PHA or HUD. It is also a family obligation that all information provided is true and correct. Falsifying or omitting any requested information or otherwise providing misleading information to the PHA may result in termination of assistance.
In addition, adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886 Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for review and signature.

Third Party Release of Information/Verification
When the form, Release of Information, is received from an outside/third-party agency, the resident must provide a wet signature.

C. Items to be Verified

PHA will no longer require verification of fully excluded income such as Food Stamps (CalFresh) or Foster Care (HUD PIH Notice 2013-4) unless the family is a Zero-Income Household.

The following items will need to be verified (but is not limited to) items that must be verified

- All sources of income not fully excluded according to PIH 2013-4
- Full-time student status of any and all adult students
- Current assets including assets of $50.000 or more disposed of for less than fair market value in the last two (2) years.
- Allowable childcare expenses

- Total allowable medical expenses of all family members in households whose head or spouse/partner is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family
- Disability for determination of preferences, allowances or deductions
- U.S. citizenship/eligible immigrant status
- Social security numbers for all family members, with the exception of those individuals who do not contend to have eligible immigration status (individuals who may unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
- "Preference" status
- Family Composition
- Familial status or Spousal relationship
- Verification of Reduction in Benefits for Noncompliance (ie.for Social Security/SSI benefits or welfare benefits)
- The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying a family's request for rent reduction.
- Legal Identity verification includes the following items:
  a. A valid state or federally issued identification card or driver license displaying a photo of the individual, for persons at least 18 years or
  b. Birth certificates for minors
  c. Documents including a photo issued by the INS
- All income (earned or unearned),
- Zero-income status of household,
- Full-time student status for students who are eighteen (18) years or older,
- Current assets including assets disposed of for less than fair market value in last two (2) years,
- Childcare expenses that allow an adult family member to be employed or to further his/her education or seek employment,
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled,
- Disability assistance expenses, which include only those costs associated with attendant care or auxiliary apparatus(es) for a disabled member of the family, which allow an adult family member to be employed,
- Legal identity,
- U.S. citizenship/eligible immigrant status,
- Social Security Numbers for all family members age six years and older,
- Preference status,
- Familial/marital status when needed for head or spouse definition,
- Disability for determination of preferences, allowances or deductions, and
- Completion of Community Service Requirement (unless exempt).

VERIFICATION OF REDUCTION IN BENEFITS FOR NONCOMPLIANCE

The PHA will obtain written verification from the county welfare agency stating the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

D. Verification of Income

This section defines the methods the PHA will use to verify various types of income.

Employment Income

PHA verification forms may request the employer to specify the following:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months
- Estimated income from overtime, tips, or bonus pay expected during the next twelve (12) months
- Year-to-date earnings

Acceptable methods of verification include, in this order:

- Check stubs or earning statements showing the employee's gross pay, frequency of pay and/or year-to-date earnings. If check stubs are provided by the tenant, a minimum of two (2) of the most current and consecutive check stubs are required.
- A formal employment letter from the employer detailing the criteria stated above.
- Employment verification form completed by the employer
- W-2 forms and income tax return forms
- Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities

In cases where there are questions about the validity of information provided by the family, the PHA may require the most recent federal income tax statements/returns.

In cases where there are questions about the validity of information provided by the family, applicants and program residents will be required to sign an Authorization for Release of Information from the Internal Revenue Service (IRS) for further verification of income only The PHA will then require the most recent federal income tax statements. Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplemental Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

- Upfront Income Verification (UIV) from a third party, such as EIV
- Tenant supplied documentation generated from a third-party source
- Online printout from the income source website
- Benefit verification form completed by the agency providing the benefits
- Tenant Declaration signed under penalty of perjury

Unemployment Compensation

Acceptable methods of verification include, in this order:

- Upfront Income Verification (UIV)
- Two (2) of the most current and consecutive payment stubs or a letter generated from a third party source
- PHA verification form completed by the unemployment compensation agency. Computer report electronically obtained or in hard copy, from EDD stating payment dates and amounts
- Tenant Declaration signed under penalty of perjury

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

- Copy of last two (2) checks and/or payment stubs
- Copy of the most current court order
- A written accounting or other statement from a local child support agency
- Copy of a separation or marital settlement agreement or a divorce decree (court order) stating amount and type of support and payment schedules
- Verbal confirmation by payment provider,
- PHA verification form completed by payment provider
- Oral verification by staff from the Dept. of Child Support Services (DCSS), and
- Tenant declaration, signed under penalty of perjury, of amount received and of the likelihood of support payments being received in the future, or statement that support payments are not being received.
- DA Child Support Hotline
- Copy of latest check and/or payment stubs from court trustee. (PHA must record the date, amount, and number of the check),
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received, and
- Screen print from on-line service from the Department of Child Support Services.

If payments are irregular, the family must provide one or more of the following:

- A printout directly from the payment source showing the payments over the last twelve months
- PHA verification form completed by parent provider

- A welfare Notice of Action (NOA) showing amounts received by the welfare agency for child support
- A written statement from an attorney certifying that a collection or enforcement action has been filed against the parent responsible for making the payments.
- A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules,
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement,
- A twelve (12) months of payment history.

Net Income from a Business

In order to verify the net income from a business the PHA, will review IRS and financial documents from the most recent year and use this information to anticipate the income for the next twelve (12) months with all schedules (including IRS 1099s, 1040s and Schedule Cs for self-employed individuals).

Some examples of financial documents a PHA may use in reviewing business income include:

- Audited or un-audited financial statements of the business
- Credit report or loan application
- Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the last six (6) months (or lesser period if not in business for six [6] months to project income for the next twelve [12] months. The family will be advised to maintain these documents in the future if they are not available.
- Tenant declaration as to net income realized from the business during previous years

ACCEPTABLE METHODS OF VERIFICATION INCLUDE:

IRS Form 1040, including:

- Schedule C (Small Business),
- Schedule E (Rental Property Income),
- Schedule F (Farm Income).
- Audited or unaudited financial statement(s) of the business,
- Credit report or loan application, and
- Family's self-certification as to net income realized from the business during previous years.

If accelerated depreciation was used on the tax return or financial statement an accountant's calculation of depreciation expense computed using straight-line depreciation rules should be provided.

Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six (6) months (or lesser period if not in business for six [6] months) to project income for the next twelve (12) months. The family will be advised to maintain these documents in the future if they are not available.

The PHA may request any of the documentation identified above regardless of the verification used.

Child Care Business

If a resident is operating a licensed day care business, income will be verified as with any other business.

If the resident is operating a non-licensed day care operation, the PHA will require the resident to complete a form for each customer including the name of person(s) whose child(ren) is/are being cared for, contact information including phone number and email address if available, number of hours the child/ren are being cared for.

If the family has filed a tax return, the family will be required to provide it to the PHA.

If the childcare services were terminated, third-party verification may be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification form containing the following information:

- The name and contact information of the person who provides the gifts
- The value of the gifts
- The frequency (dates) of the gifts, and
- The purpose of the gifts.

Full-Time Student Status

A full-time student is a person enrolled in at least twelve (12) or more units at one (1) or more educational, technical, or vocational institutions.

Any change in full-time student status must be reported within thirty (30) days of the change.

USE OF THIRD-PARTY VERIFICATIONS TO SUPPLEMENT UP-FRONT INCOME VERIFICATION

The UIV replaces (to the maximum extent possible) the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party

verification may continue to be necessary to supplement UIV. For example, when the resident disputes the data or when there is a substantial difference between resident-provided income and UIV information. The UIV should not be considered an automatic substitute for other third-party verification. Rather, UIV may supplement other verification documentation such as original, current documents provided by the applicant/resident.

THRESHOLD FOR SUBSTANTIAL DIFFERENCES

The PHA has adopted HUD's established criteria for what constitutes a "substantial difference" in cases where UIV income data differs from resident-provided and/or other verified income information. HUD defines a "substantial difference" as one that is $200 or more (per family member) per month.

UIV may alleviate the need for third-party verification when there is not a substantial difference between UIV and applicant/resident-reported income (either pay stubs or what the applicant/resident claims on the data collection sheet/recertification form).

In cases where UIV income data is NOT substantially different than resident-reported income, PHAs will follow guidelines below:

- When UIV income data is more than current resident-provided documentation, the PHA will use UIV income data to calculate anticipated annual income. This occurs only when the resident provides the PHA with documentation of a change in circumstances (e.g. change in employment, reduction in hours, etc.)
- Upon receipt of acceptable resident-provided documentation of a change in circumstances, the PHA will use resident-provided documents to calculate anticipated annual income.

UIV INCOME DATA THAT IS SUBSTANTIALLY DIFFERENT FROM PARTICIPANT-PROVIDED INCOME INFORMATION

In cases where UIV income data is substantially different from resident-report income, the PHA will follow the guidelines below:

- The PHA shall request written third-party verification from the discrepant income source in accordance with 24 CFR §5.236(b).
- The PHA shall review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA cannot readily anticipate income, such as in the sources of seasonal employment, unstable working hours, and suspected fraud.
- The PHA must analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate annual income.

WHEN THIRD-PARTY VERIFICATIONS ARE REQUIRED

Third-party verification is required in the following instances:

- UIV is not available
- There is a "substantial difference" between resident-provided documents and UIV verification, or
- The resident disputes the UIV data and provides supplemental supporting documentation.

PHA RESPONSIBILITIES FOR UTILIZING UIV SYSTEMS AND DATA

While UIV is an excellent tool for highlighting potential income errors the PHA has the responsibility:

- To compare UIV information with participant-provided information.
- To resolve income discrepancies promptly to determine accurate resident rents based on all available information.
- To refrain from taking any adverse actions against participants based solely on computer matching information. This means the PHA will not suspend, terminate, reduce or make a final denial of assistance to any resident as a result of information produced by UIV until:
  (a) the resident has received a notice from the PHA detailing its findings and has been offered the opportunity to contest the findings and
  (b) either the notice period provided in applicable regulations of the program or 30 days, whichever is later, has expired.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, faxed e-mailed directly to and received directly from the source. The family will be required to sign an Authorization for Release of Information form to release the specified information.

The PHA will accept various types of income verifications, including, but not limited to those listed below. The documents must come directly from the applicant/resident or third party:

- Social Security disability or award statements,
- Veterans Administration award statements,
- IRS tax forms,
- Unemployment Compensation statements,
- Pay stubs or earning statements,
- City or County Court documents,
- Signed receipts or paid invoices for childcare expenses,
- Receipts from pharmacies for prescription drugs,

- Child Support cancelled checks or award letters, and
- Receipts for medical expenses or insurance premiums.

NUMBER OF ATTEMPTS TO OBTAIN WRITTEN THIRD-PARTY VERIFICATION

If a response is not received from the source within five (5) business days after the PHA makes the written request, the PHA will make an attempt at obtaining third-party oral verification.

THIRD-PARTY ORAL VERIFICATION

Oral third-party verifications will be used when written third-party verifications are delayed or not possible or to verify documents provided by the family. When a third-party oral verification is used, PHA staff will complete a Certification of Document Viewed or Person Contacted form stating that identity of the person, with whom they spoke, the date of the conversation, and the facts provided by the third party. The information collected through oral third-party verification shall be the same information collected on written third-party verification forms. If provided by telephone, the PHA must initiate the telephone call to the third party.

ACCEPTABLE PARTICIPANT-PROVIDED DOCUMENTS

In the event that third-party written or oral verification is unavailable or after the PHA has made two (2) documented unsuccessful attempts (one (1) may be written and one (1) oral) the PHA may review the original (authentic) documents provided by the participant. All original documents should be dated within the last sixty (60) days of the interview. The PHA will make a photocopy of the original documents and maintain the copy in the participant files. The PHA will document the receipt, copy, and review of the original (authentic) documents in the resident files. Below are examples of acceptable participant-provided documents:

- Original pay stubs for the last two (2) consecutive pay periods or the equivalent of 30 days,
- Social Security Administration (SSA) benefits verification or award letter,
- Bank statements (only if over $5,000, one (1) current bank statement for each account[e.g. checking and saving accounts]),
- Pension benefit statements,
- TANF (cash aid) award letter,
- Computer printouts from employer, or
- Other documents noted in this chapter as acceptable verification of income.

All such documents viewed, excluding government checks, need to be original documents and will be photocopied and retained in the participant file. In cases where documents are viewed but cannot be photocopied, PHA staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

UNTIMELY RECEIPT OF THIRD-PARTY VERIFICATIONS

Despite the PHA's best efforts to obtain third-party verifications in a timely manner, sometimes third-party verifications are returned days or even weeks after the effective date of the new rent determination. When the third-party verification is returned from sources within thirty 30 days after the effective date of the recertification, the PHA will only re-determine income when the difference between the third-party verification and the resident-provided verification is greater than $100 per month for the entire family.

LATE THIRD-PARTY VERIFICATIONS THAT REQUIRE A NEW INTERIM RECERTIFICATION

The following cases will require the resident to come in for an interim recertification so the resident-provided information can be updated and compared to third-party verifications:

- In cases where a family has several sources of income and more than one (1) third-party verification arrives late and at different times, and there is a cumulative discrepancy of more than $100 per month between the participant-provided income and the third-party verified income; and
- In the event that third-party verification is returned more than thirty 30 days after the effective date of the recertification and there is a discrepancy of more than $100 per month between the participant-provided income and the third-party verified income.

SELF-CERTIFICATION/SELF-DECLARATION

Assets of less than $50,000 are resident self-certified and do not require the collection of any bank statements except when the family is in the application process. Per HUDs Streamlining Rule, every three (3) years all assets regardless of value must be third party verified. 24 CFR §§960.259, 982.516

If self-certification reveals more than $50,000 in assets, all asset verifications processes must be followed for each income/asset source.

ZERO INCOME STATUS

Families who report zero (0) income will be required to provide information about how they pay for their basic needs, such as food, utilities, transportation, etc. EIV will also be used to verify that families claiming zero income are not receiving income from any other sources.

Zero income families will be required to:

- Execute verification forms to determine that types of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.
- Complete the recertification process every ninety days.
- Complete a zero-income form that estimates how much they spend on telephone, cable TV, food, clothing, transportation, debts, household items,

and whether any of these costs are being paid by an individual outside the family (such payments are considered income).

To further verify zero income the PHA may:

- Request income information from the State Employment Development Department (EDD) and/or the Internal Revenue Service (IRS) and/or other agencies as necessary, and
- Run a credit report, as authorized by the data collection sheet signed annually.

The PHA may request credit checks for all adult members of families who report zero (0) income. Where credit reports show credit accounts open and payments current, the PHA will take action to investigate the possibility of fraud or program abuse.

E. Income from Assets

The PHA is responsible for verifying all assets to determine the amount of income produced by these assets: Assets include, but are not limited to, checking accounts, savings accounts, stocks, bonds, interest income and dividends.

The PHA recognizes that it is not always cost effective to incur bank verification fees or use PHA staff time to facilitate third-party verifications for checking and savings accounts. In these cases, checking and savings account balances under $50,000 will require third-party verifications from financial institutions of all family assets upon admission to the public housing program and at least every three (3) years thereafter.

Verification procedures will be performed on all sources if the self-certification reveals assets greater than fifty thousand dollars ($50,000).

If assets are declared to be over fifty thousand dollars ($50,000), checking and savings accounts, stocks, bonds, crypto currency, real estate, interest income and dividends will be verified in the following order by:

- PHA verification forms completed by the financial institution.
- Verbal confirmation of information from the financial institution,
- Account statements, passbooks, certificates of deposit (CDs),
- Broker's statements showing value of stocks or bonds and the earnings credited to the family. Earnings can be obtained from current newspaper quotations or broker's verifications (oral written), and
- IRS Form 1099 from the financial institution provided that the PHA must adjust the information to project earnings expected for the next twelve (12) months.

Interest Income from Mortgages or Similar Arrangements

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve (12) months. (a copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown),
- Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or recertification.

NET RENTAL INCOME FROM PROPERTY OWNED BY FAMILY

- IRS Forms 1040 with Schedule E (Rental Income),
- Records from the property management company handling the rental property,
- Copies of most receipts, leases, or other documentation of rent amounts,
- Documentation of allowable operating expenses of the property (e.g., tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense), and
- Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income from the property.

F. Verification of Assets

CURRENT MARKET VALUE

The PHA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash). The following are examples the PHA will use to determine current cash value of assets:

- Verification forms, letters, or documents from a financial institution or broker (including copies of closed documents),
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker,
- Quotes from a stockbroker or realty agent as to the net amount the family would receive if they liquidated securities or real estate,
- Real estate tax statements if the approximate current market value can be deduced from assessment,
- Financial statements for business assets,
- Copies of closing documents showing the selling price and the distribution of the sales proceeds,
- Appraisals of personal property held as an investment, and
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes,

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Prior to Effective Date of Certification or Recertification:

For all certifications and recertifications, the PHA will obtain the family's certification as to whether any member has disposed of assets for less than FMV during the two (2) years prior to the effective date of the certification or recertification.

If the family self-certifies that they have disposed of assets for less than (FMV), the PHA requires verification (or self-certification) setting forth: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the FMV of the assets at the time of disposition. Third-party verification will be obtained whenever possible.

G. Verification of Allowable Deductions from Income

CHILDCARE EXPENSES

Non-reimbursable childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further their education to comply with federal law.

For disabled children thirteen (13) years of age and older refer to the section titled Allowances for Disability Assistance Expense.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

Childcare expenses must be reasonable. “Reasonable” expenses are determined by what the average allowance expense rates are in the PHA’s jurisdiction.

Allowing deductions for childcare expenses is based on the following guidelines:

- Childcare to work**:** The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working**.**
- Childcare for school**:** The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one-hour travel time to and from school).
- Amount of Expense: The PHA may survey the local care providers in the community and use other surveys to determine what is reasonable. The PHA will use the collected data as guidance. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

When the person who is enabled to work is a person with disabilities who receives the Earned Income Disregard (EID) or is a full-time student whose earned income above $480 is excluded, child care costs related to enabling the family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family

member who qualifies for the EID makes $15,000, but because of the EID only $5,000 is included in annual income, childcare expenses are limited to $5,000.

The PHA will require the family to provide verification of childcare expenses. Such verification may include but is not limited to:

- Copies of cancelled check or money order receipts from a childcare service.
- Receipts from an unlicensed childcare provider that has been third-party verified by a PHA employee; or
- Receipts, letters, or a printout from a licensed agency providing childcare service.

Verifications must specify the childcare provider's name, address, telephone number, Social Security number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid. The verification must account for school and vacation periods.

A family must certify as to whether any of those payments have been or will be paid or reimbursed by outside sources.

UNREIMBURSED MEDICAL EXPENSES (24 CFR §5.611(a)(ii))

Families who claim unreimbursed medical expenses will be required to submit a certification as to whether such expenses have been, or will be, reimbursed by an outside source (e.g. medical insurance). In order to verify whether the expense qualifies as an unreimbursed medical expense, all documentation required to grant the medical expense deduction(s) must be presented to the PHA prior to the deduction being granted. If the documentation is not presented to the PHA prior to the effective date of recertification, any unverifiable medical expense deductions will not be granted and the recertification will be deemed complete. The family may still produce additional information regarding their medical expenses so a deduction may be granted through an interim recertification. The PHA will use one or more of the methods listed below to verify all claimed unreimbursed medical expenses:

- Written verification by a medical professional (within their professional field), hospital or clinic personnel, dentist, pharmacist, of
  (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and
  (b) extent to which those expenses will be reimbursed by medical insurance or a government agency (e.g. the Department of Developmental Services [DDS] for individuals with developmental disabilities);
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family;
- Written confirmation from the Social Security Administration (SSA) of Medicare premiums to be paid by the family over the next twelve (12) months. (a computer printout will be accepted);

- Receipts, cancelled checks, or payment stubs that verify past medical costs or past insurance expenses that is likely to be incurred in the next twelve (12) months;
- Copies of payment agreements or the most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months;
- Receipts or other records of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription medication and other items, as prescribed by a physician, and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year, and
- The PHA will use mileage, at the IRS rate, cab fare, bus fare, toll payments, or other public transportation costs to verify the cost of travel directly related to medical treatment. In cases involving monthly travel passes where trips are unlimited during the time period covered by the pass, the PHA will calculate the actual amount of monthly trips the individual has taken for purposes of medical treatment (or the cost of the monthly pass, if this amount is the lower of the two).

Attendant Care:

- The PHA verification form must be completed by provider.
- The attendant's written certification of payments received from the family, frequency of payment receipt, and number of hours of care provided; and
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus(es), and
- In situations in which the person with disabilities is employed, a statement from his or her employer that the auxiliary apparatus is necessary for employment.

H. Verifying Non-Financial Factors

VERIFICATION OF LEGAL IDENTITY

In order to prevent program abuse, the PHA requires applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Birth Certificate, naturalization papers accompanied by state or federal photo identification,

- Current, valid driver's license, or state identification card
- U.S. military discharge (DD 214),
- U.S. passport, and/or
- Department of Human Assistance (DHA) Identification Card accompanied by state or federal photo identification.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Birth Certificate,
- Adoption papers,
- Court-ordered custody agreement,
- Driver's license,
- U.S. Passport, or
- Naturalization paperwork

FAMILIAL RELATIONSHIPS

Self-Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. The following verifications will be required if certification is insufficient:

Verification of relationship
- Official identification card showing name, or
- Birth certificate.

Verification of guardianship:

- Court-ordered Letters of Guardianship,
- Notarized affidavit/statement from the child(ren)'s parent(s),
- Verification from social services agency, or
- School records.

Verification of Marital Status

- Certificate of Marriage
- Divorce Decree
- Court Records.

VERIFICATION OF PERMANENT ABSENCE OF FAMILY MEMBER

If a family member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

- Petition for divorce,
- Petition for legal separation,

- Order of protection/restraining order (including a move-out order) obtained by one family member against another,
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement,
- Statements from other agencies such as social services agencies that the adult family member is no longer living in the household,
- If the family member is incarcerated, a document from the court or correctional facility should be obtained stating how long he or she will be incarcerated, or
- If no other proof can be provided the PHA will accept a self-certification from the head of household or the spouse or co-head if the head of household is the absent member.

VERIFICATION OF CHANGE IN FAMILY COMPOSITION

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, postal verification and other sources.

VERIFICATION OF DISABILITY

In order to verify a family member's disability, the family member may provide the PHA with proof of benefit payments from the Social Security Administration (SSA) in the form of Supplemental Security Income (SSI) based on disability or Social Security Disability Insurance (SSDI). Additionally, the family member with the disability may provide the PHA with proof that he or she qualifies as an individual with a developmental disability under California Welfare and Institutions Code §4500 et. seq. (the Lanterman Act) and is a consumer of a regional center funded by the California Department of Developmental Services (DDS). The individual with the disability may also provide verification of his or her disability from an appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format. Receipt of a VA letter stating that the Veteran receives "Service Connected Disability" will also suffice as verification of a disability.

VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS (24 CFR §§ 5.508, 5.510, 5.512, 5.514)

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Ineligible family members have either been declared ineligible, or elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

The PHA will not require citizens to provide documentation of citizenship. However, U.S. citizens or naturalized citizen are required to sign an affidavit under penalty of perjury stating that they are U.S. citizens.

Eligible immigrants who were residents and were age sixty-two (62) or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which the PHA will photocopy (front and back) and return to the family. The PHA verifies the status through the Systematic Alien Verification or Entitlements (SAVE) Program through the U.S. Citizenship and Immigration Services (USCIS) agency. If this primary verification fails to verify status, within ten (10) days the PHA must request the USCIS conduct a manual search to ascertain immigration status.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse. In cases where the ineligible family member is the head of household and no other adults are in the home, their signature will suffice.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully must provide their student visa. Furthermore, their status will not be verified and they do not sign a declaration. Instead, they will be listed on the statement of ineligible household members.

FAILURE TO PROVIDE

If an applicant or resident family member fails to sign the required declarations and consent forms or fails to provide the PHA with required documents, they must be listed as an ineligible member. If the entire family fails to provide and sign required documents, the family may be denied or terminated for failure to provide required information.

TIME OF VERIFICATION

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other eligibility factors so the PHA can make a final eligibility determination. For family members added after other members have been verified, the verification occurs at the interim recertification, after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

EXTENSIONS OF TIME TO PROVIDE DOCUMENTS

The PHA will grant an extension of thirty (30) days for families to submit evidence of eligible immigrant status.

ACCEPTABLE DOCUMENTS OF ELIGIBLE IMMIGRATION STATUS

The HUD regulations state that only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551),
- Alien Registration Receipt Card (I-151),
- Arrival-Departure Record (I-94) – only acceptable if annotated or along with other court or INS/USCIS documents per 24 CFR §960. 200
- Temporary Resident Card (I-688), which must be annotated Section 245A or Section 210,
- Employment Authorization Card (I-688B), which must be annotated Provision of Law 274a.12(11) or Provision of Law 274a.12, or
- Receipt issued by the INS/USCIS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents related to U.S. citizenship/eligible immigrant status must be maintained by the PHA for five (5) years.

VERIFICATION OF SOCIAL SECURITY NUMBERS (24 CFR §5.216)

All applicants and persons who are later added to the household are required to disclose their social security numbers, with the exception of the following individuals:

a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). In most instances, these individuals would not be eligible for a SSN.

b. A family which consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.

c. When a family consists of two or more household members, at least one of who has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR §5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.

d. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV System. Existing program participants as of January 31, 2010, who are sixty-two (62) years of age or older and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

SSN Documentation:

Acceptable evidence of the SSN consists of:

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

Individuals without an assigned SSN:

Some individuals do not have a SSA-assigned SSN. The following are some examples of individuals without a SSN:

a. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth),

b. non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for). or

c. non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN).

The PHA will require citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA, to sign a written declaration of such a status under the penalty of perjury and submit the signed declaration to the PHA. The PHA will maintain the declaration in the resident file.

The PHA will use the Alternate ID (ALTD ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN.

Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within thirty (30) calendar days of receipt of the SSN.

Rejection of Social Security Number Documentation:

The PHA may reject documentation of the SSN provided by the applicant or participant only for the following reasons:

a. The document is not an original document; or
b. The original document has been altered, mutilated, or is not legible; or
c. The document appears to be a forged or fraudulent document (i.e. does not appear to be authentic).

The PHA will explain to the applicant or participant the reason(s) the document is not acceptable and request that the individual obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

Addition of a New Household Member:

When a participant requests to add a new household member to the family who is six (6) years of age or under and has an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced below at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition.

Acceptable evidence of the SSN consists of:

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

If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six (6) and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in HUD Notice PIH 2012-10(HA) Section 6, within ninety (90) calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days, the PHA will grant the family an additional ninety (90)-day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 10 of HUD Notice PIH 2012-10 (HA). Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the assistance, tenancy, or both of the entire family.

Penalties for Failure to Disclose and/or Provide Documentation of the SSN:

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

a. Applicants: The PHA must deny the eligibility of an applicant if they (including each member of the household required to disclose their SSN) does not disclose a SSN and/or provide documentation of such SSN. .

   Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR Part 882, may be admitted to the program without providing the requested documentation (prior to or at admission). However, the individual must provide the PHA with such documentation within ninety (90) calendar days from the date of admission. (The PHA may grant the individual one ninety (90)-day extension, at its discretion, if it determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances and was outside the control of the family.) If upon the expiration of the provided time period, the individual fails to comply with the SSN disclosure and documentation requirements, the PHA must terminate the tenancy or assistance, or both, of the individual.

b. Participants: The PHA will terminate the assistance of the entire household if each member of the household required to disclose their SSN does not disclose their SSN and provide the required documentation.

   However, if the family is otherwise eligible for continued assistance the PHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed ninety (90) calendar days from the date the PHA determined the family was not in compliance with the SSN disclosure and documentation requirement, if the PHA determines:

   1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
   2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

   If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the housing assistance of the entire family.

Social Security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration.

If a family member cannot produce a Social Security card, only the documents listed below showing their Social Security number may be used for temporary verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security card information provided is/are complete and accurate:

- Verification of benefits or SSN from Social Security Administration,
- Identification card issued by a federal, state or local agency,
- Identification card issued by Medicare/Medicaid, or
- Benefit award letters from government agencies.

The adult family member will need to apply for and supply an actual social security card within ninety (90) days of the temporary verification. New family members six (6) years of age and older will have and make available their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

When a participant requests to add a new household member who is under the age of six (6) and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of HUD Notice PIH 2012-10 (HA) within ninety (90) calendar days of the child being added to the household.

If an applicant or resident is able to disclose the Social Security number but cannot meet the documentation requirements, they must sign a certification to that effect provided by the PHA. The applicant/resident or family member will have an additional sixty (60) days to provide proof of the Social Security number. If they fail to provide this documentation their application or assistance will be terminated.

In the case where an individual is at least sixty-two (62) years of age, the PHA may grant an extension for an additional sixty (60) days (for a total of one hundred twenty [120] days). to provide the required documentation. If, at the end of this time period, the elderly individual has not provided this documentation, the individual's assistance will be terminated.

If the family member states they have not been issued a Social Security number, the family member will be required to sign a certification to this effect.

I. Verification of Waiting List Preferences

The Waiting List preferences will be verified prior to determination of eligibility (see. Chapter 4 – Resident Selection and Assignment Plan for preferences).

J. Involuntary Displacement: By Disaster, Government Action, or Inaccessibility

Families who claim they are being or have been displaced due to a natural disaster, government action, or inaccessibility are required to provide written verification by the displacing unit or agency of government, or by a service agency such as the Red Cross.

K. Verification of Suitability for Admission

- Refer to Chapter 2 – Eligibility for Admission.

Chapter 8: TRANSFER POLICY

INTRODUCTION

Transferring families from one public housing unit to another is costly both to the PHA and the families. However, it is the policy of the PHA to permit residents to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the affirmative housing goals of the PHA. The transfer policy will be carried out in a manner that does not violate residents' fair housing or civil rights.

All transfers (voluntary and involuntary) in which the family owes a balance to the PHA will require a payment agreement between the PHA and the family (and must be signed by all adult household members and the PHA). These types of debts owed to the PHA by families may include debt owed to the PHA (back rent, maintenance charges, move-out charges, fire damage, late fees, etc.).

The PHA will consider a request to transfer as a reasonable accommodation for a person with a disability.

A. Involuntary (Mandatory) Transfers

OCCUPANCY STANDARD

The PHA may require the resident to transfer to a different-size unit if the resident's family composition changes or other good cause exists for the PHA to make the transfer. The PHA will conduct a pre-move out inspection and based on that inspection, the PHA will determine if a full or partial security deposit will be transferred to the new unit. If all will be transferred a new deposit will not be required. However, if there is a balance the family will be responsible for paying the difference. The family will be responsible for paying the remaining deposit balance (if any) at move-in time. The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list which will be reviewed for need-based transfers prior to offering a unit to a family in the wait pool. In order to assist the residents in a permanent move, the PHA will pay for reasonable moving expenses.

(Also refer to Chapter 4 – Resident Selection and Assignment Plan).

OUT OF AN ACCESSIBLE UNIT

The PHA may require a non-disabled resident to transfer from a disabled-accessible/adaptable unit to a unit that is not disabled-accessible/adaptable, when a family needs the unit with the modifications. PHA will conduct a pre-move out inspection. Based on that inspection, the PHA will determine if full or partial security

deposit will be transferred to the new unit. If all will be transferred, a new deposit will not be required. However, if there is a balance, the family will be responsible for paying the difference. In order to assist the resident's permanent, move the PHA will pay for reasonable moving expenses. The family will be responsible for paying the remaining deposit balance (if any) at move-in time.

(Also refer to Chapter 4 – Resident Selection and Assignment Plan).

EMERGENCY TRANSFERS

The PHA will authorize an emergency transfer or temporary relocation for a participant family if the resident's unit has been damaged by fire, flood, or other causes to such a degree that the damages are hazardous to life, health or safety and the unit is not habitable. In these cases, the PHA may only have one unit that is appropriate in size and/or accessibility may be available. Therefore, the family will be required to move without a second unit offer.

The PHA reserves the right to review mitigating circumstances and may approve a second offer. However, if the household refuses to move after offers have been exhausted, the household will be subject to termination of tenancy.

Damages caused by negligence of the resident, their household members, or guests, which are beyond normal wear and tear will be charged to repair such damage, along with all moving expenses. In addition, the household may also be subject to eviction from public housing.

SPECIAL CIRCUMSTANCES TRANSFERS

The PHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

- The resident's unit is being modernized or significantly remodeled1,
- The PHA determines it is necessary to rehabilitate, demolish, or sell the resident's unit (if a sale, the resident may have an opportunity to purchase the home after renovation), or
- The PHA has a need, at the discretion of its director, to transfer the household to another unit and the resident voluntarily agrees to such transfer.

Residents will not be required to pay a new security deposit for special circumstances transfers except when the transfer is due to the unit being uninhabitable caused by the

[1] Please see 42 United States Code (USC) Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs. 42 USC §§ 4621-4638 provides for Uniform Relocation Assistance to individuals displaced as a result of "programs or projects undertaken [...] with Federal financial assistance [...] caused by [...] rehabilitation, demolition, code enforcement, and acquisition[.]" (See also 24 CFR Part 42 and 49 CFR Part 24.

resident (e.g. due to the resident's poor housekeeping practices). If a residents unit becomes uninhabitable, and he or she is responsible for the damages, the resident will be required to pay a security deposit when transferring to a new unit. When a resident is required to transfer to another unit due to uninhabitability of the current unit, and the damages are not the resident's fault, he or she will be allowed to transfer with the current security deposit. However, if the uninhabitability of the unit was caused due to damage by the resident, they will be required to reimburse the PHA for the costs of repairs. Failure to do so is equivalent to refusing a unit offer and will result in termination of the lease.

In the case of involuntary (mandatory) transfers, the resident shall be required to move into the unit that is made available, after two offers by the PHA. The unit options may not be offered in quick succession to each other, as offers are based on availability of suitable units. The resident shall be given thirty (30) days' Notice of Lease Termination in this situation. The PHA may terminate the resident's lease if they refuse to move.

Appropriate Notice for Involuntary (Mandatory) Transfers

Once an appropriate unit has become available, an offer letter will be provided to the household stating that a unit meeting their needs has become available for transfer. The household will have ten (10) business days to accept the offer and sign the required documents prior to the scheduled move in date. The PHA will consider mitigating circumstances if the resident requires ~~more~~ additional time to complete the transfer. All current public housing residents will be required to sign a Transfer Addendum, and new residents will sign a Transfer addendum at move-in.

Involuntary transfers for reasons other than health and safety or rehabilitation are subject to the *Grievance Policy & Procedure (see Chapter 13* – Complaints, Grievances & Appeals) *Transfers* will be delayed until such time as the grievance request has expired or the grievance process has been completed.

College students temporarily home due to a pandemic or other states of emergency causing school closures and/or remote education, may visit for longer than ninety (90) days without being considered a member of the household. When the pandemic or state of emergency is lifted, they will have thirty (30) days from the date of the release to vacate the unit or they will be considered members of the household.

B. Voluntary Transfers

The PHA will consider resident requests for voluntary transfers in accordance with the priorities noted in Section C below. Residents must complete a *Transfer Request* form and provide documentation in support of the request.

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory (involuntary) transfer, the transfer list will be reviewed for other families desiring a (voluntary) transfer.

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family:

- To live within fifteen (15) miles of the place of employment of at least one family member, after the employed family member has completed the employer's new-hire probationary period.
- To live within fifteen (15) miles of the school or job training program that at least one adult member of the family is attending on a full time basis, after proof of registration is received.
- To live within fifteen (15) miles of a day care provider for the children of a working parent.
- To be protected from a domestic violence situation (this may also qualify as a special circumstances transfer if it is prioritized as an emergency situation). Please see Chapter 17 for information on Involuntary Transfers.
- To split households due to either marital or partnership dissolution. The PHA will only acknowledge splitting the household when both parties were part of the initial application.

If the resident makes a written request for special unit features to accommodate a documented disability, the PHA will make reasonable modifications to the resident's existing unit. However, if the cost and extent of the modifications needed are exhorborate to those required for a fully accessible unit, the PHA may transfer the resident to another unit containing the requested modifications (e.g. grab bars installed in bathrooms).

Examples of voluntary transfers for reasonable accommodation may include, but are not limited to:

- To live within fifteen (15) miles of a required medical treatment center.
- To move from an upstairs to a downstairs unit for medical or accessibility reasons (e.g. use of a walker or wheelchair for an individual with mobility impairments).

Prior to approval of voluntary transfers the resident, except for emergencies or medical hardship, resident must be in good standing with the PHA according to the following additional qualifying criteria:

- Rent (and payment agreements) must be current and paid in full;
- Other charges (and payment agreements) must be current and paid in full,
- Interims and annual recertifications must be current,
- Resident must have at least twenty-four (24) months or residency
- There must be no unresolved lease violations or an eviction pending.

The PHA prohibits residents to transfer from one unit to another within the same building or development. Transfers are allowed when the move is;

- A reasonable accommodation for a family member with a disability, or
- When the move is mandatory per the request of the PHA.

The PHA policy is not to grant a transfer request solely to accommodate neighbors who cannot get along. An exception to this policy may only be granted by the Portfolio Manager with approval from the Director of Public Housing.

The PHA retains the right to suspend voluntary transfers. Resident shall be responsible for a new security deposit and their own moving expenses for all approved voluntary transfers.

C. Reasonable Accommodation Transfers

The PHA will provide reasonable accommodations for participants who have verified disabilities so they may receive equal opportunity to access program benefits or to reach the same level of opportunity as residents without disabilities. If a resident makes a written request for special unit features in support of a documented disability and there is a nexus between the requested accommodation and the disability the PHA will make reasonable accommodations to modify the resident's existing unit. When the cost and extent of the modifications requested pose an undue financial hardship, the PHA may transfer the resident to another unit, with the features requested, at the PHA's expense. Note: while the PHA would prefer reasonable accommodations requests to be in writing, verbal requests for reasonable accommodations will also be considered(see Chapter 20 - Reasonable Accommodation Policy).

The PHA will fully comply with the obligations found in all HUD PIH Notices, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA); the Architectural Barriers Act of 1968, and the Fair Housing Act and subsequent amendments thereto. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following ADA definition of an individual with a disability, which is someone who has:

- A physical or mental impairment that limits that individual's ability to participate in major life activities (e.g. working),
- Having a record of such impairment, or
- Being regarded as having such impairment.

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

- To live within fifteen (15) miles of a required medical treatment center.
- To move from an upstairs to a downstairs unit for medical or accessibility reasons

Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist even if they stopped abusing drugs or alcohol.

D. Transfer Waiting List

The Transfer Waiting List will be maintained by date of approval in rank order by:

- Displacement due to federal action (24 CFR 5.420)
- Emergency (including VAWA transfers),
- Medical hardship,
- Household over-housed or under-housed (unit too large or small), and
- All other reasons.

Families on the Transfer Waiting List will be offered two (2) units. If the family refuses both units and the transfer is a voluntary transfer, the family will be removed from the transfer list unless the PHA determines that the refusal was made for good cause. The family will have to wait twenty-four (24) months before reapplying for a transfer. If the move is a required move and the resident refuses the two units offered for other than good cause the lease will be terminated. The PHA reserves the right to make the final determination on all non-mandatory transfers.

TRANSFER VACATE CHARGES

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. The resident will sign an agreement that will specify that the keys to the former unit must be returned within three (3) calendar days or the resident will pay a $25.00 daily storage fee. On the fourth (4^{th}) day following the transfer date, PHA will issue a Notice of Belief of Abandonment and will continue charging a $25.00 daily fee until unit keys are surrendered and/or the notice expires, whichever occurs first.

Where personal property (e.g. vehicles) remains on the premises after a tenancy has terminated and the premises have been vacated by the resident, the PHA will give written notice to the resident the landlord reasonably believes to be the owner of the personal property.

The notice shall advise the person to be notified that reasonable costs of storage may be charged before the property is returned, where the property may be claimed, and the date before which the claim must be made. The date specified in the notice shall be a date not less than fifteen (15) days after the notice is personally delivered or, if mailed, not less than 18 days after the notice is deposited in the mail.

The resident will be responsible for damages beyond normal wear and tear to the unit from which the resident was transferred, in accordance with the *Schedule of Fees and Charges* and state law, which may include prorated charges for painting and cleaning. If a resident transfers to another dwelling unit operated by the PHA, the lease shall terminate for the old unit and a new lease shall be executed for the new dwelling unit. Any debt incurred by the resident while he or she occupied the former rental unit will transfer to the lease of the new rental unit.

GOOD CAUSE CRITERIA FOR RESIDENT DENIAL OF VOLUNTARY TRANSFER

If the resident has refused an approved voluntary transfer request, they will be removed from the transfer list unless the PHA determines that the refusal was made for good cause.

Good cause may include, but not be limited to, the following:

- The new unit is more than fifteen (15) miles from the place of employment of at least one (1) member of the family; and the employed family member has completed the employer's new-hire probationary period.
- The new unit is more than fifteen (15) miles from the school or job training program that at least one adult member of the family is attending.
- Travel to the doctor or other healthcare provider from the new unit would create a hardship for an elderly or disabled member of the family.
- To accommodate a minor student who is enrolled in their school of origin.

To accommodate a minor student who is enrolled in their school of origin.

The hearing requirements described in Chapter 13 – Complaints, Grievances and Appeals, are applicable to participating families who disagree with an action, decision, or inaction of the PHA regarding transfers.

Chapter 9: LEASING (24 CFR §966.4)

INTRODUCTION

It is the PHA's policy that all units be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations (see 24 CFR Part 966). This chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security, other charges, and additions to the public housing leases.

A. Lease Terms and Conditions

The following terms and conditions of occupancy are made a part of the *Lease.*

LEASE REQUIREMENTS

The initial term of the lease is twelve (12) months. The lease will renew automatically for twelve (12)-month terms unless there has been a change in household composition relating to the addition or deletion of an adult family member and except for noncompliance with the community service requirements, as described in Chapter 15 – Community Service & Self-Sufficiency.

PROVISION FOR MODIFICATION

Changes to the public housing lease, other than changes in the resident's rent amount, shall be by written addendum signed by both the PHA and the resident. Additional information, including but not limited to, this *Admissions and Continued Occupancy Policy (ACOP), Schedule of Fees and Charges, Schedule of Utility Allowances*, *Grievance Procedure*, etc. are all incorporated into the lease by reference and may be changed from time-to-time by the PHA. Residents will be given thirty (30) days written notice setting forth the proposed changes and, the reasons for the changes. The notice will also provide the resident with an opportunity to make written comments regarding the proposed changes.

THE PHA'S OBLIGATIONS

- To maintain the premises and the property in decent and safe condition.
- To comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety.
- To make necessary repairs to the premises, including those necessary to comply with HUD's inspection standards.
- To keep property buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition.
- To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including

elevators supplied or required to be supplied by the PHA (excluding consumable or disposable items that disintegrate over a period of time by use of the resident).
- To provide and maintain appropriate receptacles and facilities for the deposit of garbage and other waste removed from the premises by the resident.
- To supply running water, reasonable amounts of hot water, and heat at appropriate times of the year, except where heat or hot water is within the exclusive control of the resident.
- To notify the resident of the specific grounds for any proposed adverse action by the PHA such as proposed lease termination, transfer of resident to another unit or imposition of charges for maintenance or repair.

THE RESIDENT'S OBLIGATIONS (INCLUDING HOUSEHOLD MEMBERS AND GUESTS):

- Each approved family member listed on the HUD 50058 form must live in the unit and the unit must be the resident's only place of residence.
- Residents must pay rent or other charges due under the lease (e.g., maintenance charges and late charges [see *Schedule of Fees and Charges*] Note: Unless the resident states otherwise, payments are applied as follows: Security Deposit, Monthly Rent, Maintenance Charges, Recovery of Attorney Fees, and Other Charges.
- Residents must not assign the lease or sublease all or any room of the unit. Any attempt to assign or sublease the dwelling unit shall void the lease.
- Resident must not provide accommodations for boarders or lodgers.
- Residents must use the dwelling as identified on the *Data Collection Sheet addendum* to the lease.
- Residents must not use the dwelling unit or permit its use for any other purpose, including mailing, for any persons not listed on the lease (residents may not allow non household members to use the unit as a "mailing address" for any reason [e.g. registration or licensing of vehicles with the DMV or use on a drivers license or identification card issued by the DMV]).
- Residents must pay charges, within thirty (30) days, for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the conduct of the resident, household members, or guests. Charges not paid within thirty (30) days or charges to the resident for damage to the property related to fire, flood, or other occurrence that puts the charge beyond the resident's ability to pay within thirty (30) days will be subject to a repayment agreement between the resident and the PHA. The term of the repayment agreement will not exceed twelve (12) months unless the PHA agrees to extend the term. If the charges are for damages caused by resident requiring transfer to another unit, the repayment agreement will become an addendum to the new lease.
- Rent is due and payable in advance no later than the first day of each month. Allocating a grace period, any rent received after the fifth day of each month will be considered delinquent and will be subject to a late charge (see *Schedule of Fees and Charges*). Being delinquent in the rent payment more than four

(4) times during the twelve (12) month term of the lease shall constitute a material breach of the lease and subject the resident to lease termination. When any such delinquency is outside the control of the resident and is documented by the resident to the satisfaction of the PHA, this will not apply.

- Residents must abide by PHA *House Rules* for the benefit and well-being of the housing development and other residents.
- Residents shall abide by housekeeping standards set forth by the PHA, per lease addendum.
- Residents must comply with all obligations imposed by applicable building and housing codes materially affecting health and safety.
- Residents shall maintain the dwelling unit and other areas (e.g. patios) assigned to the resident for the resident's exclusive use in a clean, safe, and sanitary condition.
- Residents must dispose of all garbage and other waste from the dwelling unit in a sanitary and safe manner.
- Residents shall use all electrical, plumbing, heating, ventilation, air conditioning, elevators, and other facilities and systems in the development buildings and common areas in a reasonable manner.
- Residents must refrain from scattering garbage, destroying, defacing, damaging, or removing any part of the dwelling unit or development.
- Residents must conduct themselves and ensure that their household members and guests in the dwelling unit or in the common area of the development with the resident's consent, in a manner which will not disturb other residents' (including those who are not residents of low-rent public housing) peaceful enjoyment of their housing and which will be conducive to maintaining the development in a decent, safe, and sanitary condition.
- Residents must report any incarceration, parole, probation, or criminal conviction of any adult member of the household that occurred after admission to the public housing program to the PHA.

RESIDENTS MUST ASSURE THAT NO MEMBER OF THE HOUSEHOLD OR THEIR GUESTS ENGAGE IN:

- Any harassing activity or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents, the PHA management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises,
- Any drug-related or violent criminal activity on or off the premises. For the purposes of the public housing lease, the term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use or possession of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug (24 CFR §5.100), or
- Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

ADDITIONAL RESIDENT OBLIGATIONS:

The resident agrees not to do any of the following in the dwelling unit without first obtaining the PHA's written permission:

- Operate a business, (unless the business is a home daycare that serves six (6) or fewer children, in which case the resident agrees to notify the PHA in writing thirty (30) days prior to commencement of the operation of the home daycare). When the resident wishes to operate a home daycare which serves (7) or more children, the resident must obtain the PHA's prior permission. Where the PHA's permission to operate a business is required, the PHA's permission may be revocable at any time.
- Dismantle, change or remove any part of the PHA owned appliances, fixtures or equipment,
- Paint or install wallpaper or contact paper in the unit,
- Attach awnings or window and door security bars,
- Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds,
- Attach any shelves, screen doors, or other permanent improvements,
- Install or alter carpeting, resurface floors or alter woodwork,
- Install washing machines or dryers unless appropriate connections are available in the dwelling unit,
- Install any antennas or satellite dishes (see antenna and satellite dish policy),
- Install additional or different locks or gates on any doors or windows,
- Install alarm(s) or security system(s),
- Tamper, destroy, or dismantle any safety devices, such as pull cords, fire extinguishers, or smoke detectors,
- Install a window HVAC unit, or
- Possess a waterbed or liquid filled furniture.

The resident acknowledges and agrees that written permission from the PHA to do any of the above does not diminish or abrogate the resident's obligation to abide by all provisions of the lease, attachments to the lease or this ACOP.

The resident further agrees:

- To abide by the provisions of the PHA's *Pet Policy/Agreement* (see Chapter 10 – *Pet Policy*).
- Not to create (by act or omission) or permit to exist, any condition on the premises, which results in risk to personal health or safety of any person or damage to property.
- Provide for the uninterrupted provision of electric and gas services.
- To immediately report to the PHA any vandalism to the premises or need for repair to the dwelling unit or common areas.

- Keep the unit and property free of trash and debris and maintain the cleanliness of walkways, stairs, landings, hallways, porches, and patios adjacent to the dwelling unit. Residents must water, mow and maintain lawns or other landscaped or paved areas adjacent to their dwelling units unless they or the dwelling unit has been given a written exemption by the PHA (e.g. based on disability).
- To abide by provisions of the PHA parking policy.
- In developments where the unit's front door opens to an indoor common area (corridor), it is prohibited to prop this door open. The door may remain open for normal entry and exit only.
- Refrain from smoking inside the dwelling unit, PHA common areas, and PHA buildings or within twenty-five (25) feet of any PHA building, per the Non-Smoking Addendum to the lease.

NOTICES

- Any legal notice to resident from the PHA shall be in writing delivered personally to the resident.
- If resident is absent from their place of residence, a copy may be left with an adult member of the household and a copy sent through the mail addressed to the resident.
- If no adult household member is available, the notice may be served by affixing a copy in a conspicuous place on the property, and also by sending a copy through the mail, addressed to the resident.
- Any legal notice the resident gives to the PHA shall be in writing and delivered to the area management office responsible for the development in which the dwelling unit is located.

EMERGENCIES

Residents shall take every precaution to prevent fires. In case of fire, residents shall immediately notify the fire department and the PHA. During the case of an emergency, the PHA may enter the premises at any time without advance notification. In the event the dwelling unit or building structure is damaged to the extent that conditions are hazardous to life, health, or safety of the occupants:

- The PHA shall be responsible for repairs of the dwelling unit when the cause of the damage was not caused by the resident, members of the household or guests.
- Resident shall be responsible for the costs of repairing the unit when the cause of the damage is caused by the resident, members of the household or guests.

If unit is deemed uninhabitable, the lease shall expire (see Chapter 8 – *Transfer Policy*, for information on emergency transfers).

ABANDONMENT OF THE PREMISES

The PHA may give a Notice of Belief of Abandonment to the resident pursuant to California Civil Code Section 1951.3(b), only when:

- The rent on the property has been due and unpaid for at least fourteen (14) consecutive days, and
- The PHA reasonably believes that the resident has abandoned the property.

WAIVER OF LEASE PROVISIONS

The PHA does not give up any of its rights to enforce the provisions of the *Lease* unless it does so in writing.

UNENFORCEABLE LEASE PROVISIONS

The provisions of the *Lease* are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in the *Lease* be found to be unenforceable due to any reason whatsoever, it is the intention of the parties that the remaining portions of this *Lease,* which are enforceable, remain binding and enforceable upon the parties.

ATTACHMENTS AND ADDENDUMS TO THE LEASE

Any revised attachments and addendums will be distributed at recertification. Attachments and addendums may include, but are not limited to:

- Data Collection Sheet
- 50058 Certification
- House Rules
- Housekeeping Standards
- Notice of Rent Adjustment
- Parking Policies
- Grievance Policy & Procedure (see Chapter 13 – Complaints, Grievances and Appeals)
- Lead Paint Notice & Protect Your Family from Lead
- Pet Policy/Agreement (when applicable)
- Resident Rights & Responsibilities Notice
- Community Service Requirement
- Notice of Non-Discrimination
- *Schedule of Fees and Charges*
- Recycle Program
- Satellite Dish Policy
- Mold and Your Tenancy
- Bed Bug Policy
- Non-Smoking Policy
- Barbeque Policy
- Notice of Occupancy Rights
  VAWA Addendum.

B. Lease Orientation

Prior to execution of the lease a PHA representative will provide a lease orientation to the family head and spouse or co-head. The orientation may be conducted with more than one family. The family must attend an orientation before taking occupancy of the unit.

ORIENTATION AGENDA

When families attend the lease orientation, they will be provided with:

- A copy of the Lease Agreement and Addendums
- A copy of the PHA's lease and grievance procedure
- A copy of the House Rules
- Copy of all payments submitted by resident

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Family Choice of Rents
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Community Service
- Lead-based paint disclosure notice
- Lead hazard information pamphlet
- Bed Bug Policy

C. Execution of Lease

The lease shall be executed by all adults of the household and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head of household.

The following provisions govern all leases and amendments:

- A lease is executed at the time of admission for all new residents.
- A new lease is executed at the time of the transfer of a resident from one PHA unit to another (with no change in recertification date).
- If for any reason any signer of the lease ceases to be a member of the household, a new lease will be executed.
- Lease signers must be persons legally eligible to execute contracts.

- The names and date of birth of all household members are listed on the *Data Collection Sheet* at initial occupancy and at each subsequent recertification. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to resident rents are made upon the preparation and execution of a *Notice of Rent Adjustment* by the PHA, which becomes an amendment to the lease. This document will be included in the resident file as confirmation that the resident was issued proper notice.
- Households that include a live-in aide are required to execute a lease addendum authorizing the arrangement and describing the status of the aide.
- Households that include a live-in aide will complete the Live-in Aide Certification form showing that the live-in aide is not a party to the lease and is not entitled to PHA assistance even though they reside in the unit.

PERMISSIBLE AND REASONABLE MODIFICATIONS OF THE LEASE

The PHA may modify its form of lease from time to time giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications or those modifications required by HUD is grounds for termination of tenancy.

D. Additions to the Lease

Requests for the addition of a new member to the household must be approved by the PHA prior to the actual move-in of the proposed new member, notwithstanding the case of birth, adoption or court awarded custody of a minor child.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the criminal history report, of the proposed new member. Only new members approved by the PHA will be added to the household. Live-in aides are added to the household but not to the lease.

Sex Offender Guidelines

In accordance with 24 CFR 982.553(a)(2),the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

Live-In Aide Guidelines

Households that include a live-in aide will complete the Live-in Aide Certification form, showing that the live-in aide is not a party to the lease and is not entitled to PHA assistance even though they reside in the unit.

DETERMINING FACTORS FOR HOUSEHOLD ADDITIONS

Household additions subject to screening:

- Spouse/Partner
- Live-in aide
- The parent or grandparent of the head, spouse, or co-head who is elderly or disabled.
- A unit is occupied by a remaining family member(s) under age eighteen (18), (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

Factors determining household additions which are not subject to pre-screening:

- Children whom a family member legally adopts or is born to a family member Children below the age of eighteen (18), under which juvenile justice records are made available, who are added through a kinship care arrangement

According to the PHA occupancy standards, the PHA will not approve the addition of a new member who has not been born, married, or legally placed into the family, and the addition will affect the bedroom size the family is currently eligible for.

The PHA will not approve adding a family member to the lease if it will change the bedroom size of the family's current eligibility status. Such people will be encouraged to apply to the waiting list (Refer to Occupancy Guidelines).

Residents who fail to notify the PHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the *Lease*. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction.

Family members aged eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the PHA of the move-out within Thirty (30) days of its occurrence. When the family composition changes, the family will be reassessed to determine applicable unit size. When a change in the unit size is determined, the family will be added to the transfer wait list.

Residents may not allow a visitor to stay overnight for more than thirty (30) cumulative days in a twelve (12) month period without the consent of management. If the family has mitigating circumstances, a family can request, in writing, for a visitor to stay over thirty (30) days up to sixty (60) days once management has approved the request. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered

to be living in the unit as an unauthorized household member. The PHA reserves the right to request written proof of domicile for any guest who is seen visiting the leased premises more than fourteen (14) days in a thirty (30) day period. Should a resident fail to provide such written proof of domicile, or should the fact be sufficient to evidence such guest's domicile in the lease premises, the PHA reserves the right to terminate the lease.

The absence of evidence of any other address may be considered verification that the visitor is an unauthorized household member. The PHA will verify through the following:

- Statements from neighbors and/or PHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit Reports
- Utility Bills
- Bank Statements

Use of a unit address as the visitor's current residence for any purpose that is not explicitly temporary, may be considered evidence of permanent residence. The PHA will consider, among other relevant factors, whether the resident had knowledge that the unit address was used by the visitor prior to construing such use as permanent residence. Evidence that mail is addressed to the visitor at the household alone is not conclusive proof that the visitor is an unauthorized occupant; however, the PHA will take this fact into consideration in determining whether there is an unauthorized occupant in the household.

Minors and college students who were part of the family, but who now live away from home during the school year, and are not considered members of the household, may visit for up to ninety (90) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than one hundred eighty three (183) days per year, the minor will be considered to be an eligible visitor and not a family member. When both parents reside in Public Housing, only one parent can claim the child for deductions and for determination for the occupancy standards.

Roomers and lodgers are not permitted to occupy a dwelling unit nor are they permitted to move in with any family occupying a dwelling unit.

Residents must advise the PHA when they will be absent from the unit for more than thirty (30) days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease, absent good cause or mitigating circumstances.

Temporary Household Additions

Temporary custody of a relative's children below the age of eighteen (18) due to kinship hardship situations may be approved at PHA's discretion under the following circumstances:

- Death of a parent with minor children
- Domestic violence that impacts minor children
- Parent of minor children that are incarcerated
- Parent financial burdens that may lead to minor child homelessness
- Severe illness of a parent with minor children
- Placement of a parent with minor children in a drug or alcohol abuse program
- To avoid placement of minor children in a group home or foster care by Child Protective Services (CPS)

Requests for the addition of hardship temporary custody of children to the household composition must be approved by the PHA prior to the actual move-in of the proposed new member. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening including review of current housing occupancy standards, projected length of the temporary placement, and placement confirmation from an accredited government institution, medical professional or financial records.

Once approved, the PHA may allow temporary additions to the household composition, for children due to extended family member hardship for six (6) months. Time extension requests will be reviewed based on case circumstances. All income received for the support of minor children during temporary hardship custody must be reported to the PHA immediately.

E. Leasing Units with Accessible or Adaptable Features

[24 CFR §§ 8.27(a)(1)(2) and (b)]

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

- First, to a current public housing resident who has a disability that requires the special features of the vacant unit.
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

- Deposit will transfer to new unit.
- Resident will be responsible for move out charges.
- PHA will be responsible for paying for moving expenses.

F. Utility Services

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

G. Security Deposits

New residents must pay a security deposit per the *Schedule of Fees & Charges* to the PHA at the time of admission. The PHA will hold the security deposit for the period the resident occupies the unit. The PHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

The PHA will refund the security deposit less any amounts owed within twenty-one (21) days after move out.

The PHA will refund the amount of the security deposit to the resident or designee, less any amounts needed to pay the cost of any outstanding charges, including, but not limited to:

- Unpaid Rent;
- The repair of damages to the unit, exclusive of ordinary wear and tear, caused by the resident or by a guest;
- The cleaning of the unit upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was at the inception of the tenancy.

An itemized list of any deductions from the security deposit will be provided to the resident with copies the charges.

If the repairs or cleaning cost are less than $125, no documentation other than the itemized list is required, unless requested by resident.

The PHA will provide the resident or designee with a written list of any charges against the security deposits that are resident caused items. If the resident disagrees with the amount charged to the security deposit the PHA will schedule a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged condition beyond normal wear and tear. All keys to the unit must be returned to the area management office upon vacating the unit.

If the resident voluntarily transfers to another unit, the PHA will collect a new deposit in the amount in effect at the time of the transfer and complete the disposition of account and forward any refund, if applicable, to the resident.

H. Rent Payments

Resident shall pay the PHA monthly rent payable in advance on or before the first date of each calendar month. The rent is due and payable on the first day of each month. If the monthly rent is not paid in full before 5:00pm on the fifth (5th) of each month, the PHA will collect a late charge in accordance with the PHA's *Schedule of Fees and Charges*. The PHA shall collect a fee on all returned checks in accordance with the PHA's *Schedule of Fees and Charges.*

I. Fees and Non-Payment Penalties

If the resident fails to pay monthly rent by 5:00 p.m. on the fifth (5th) day of each month (the allocated grace period) a *14-Day Notice to Pay Rent* or *Quit/3-Day Notice running concurrently* will be issued. A late fee will be charged in accordance with the *Schedule of Fees and Charges*.

The resident will be charged for checks and electronic payments that are returned for non-sufficient funds (NSF), stop payments, or checks written on a closed account according to the *Schedule of Fees and Charges*. The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. In the event of a returned check, certified funds (money orders or cashier checks) will need to be submitted. Personal checks will no longer be accepted for the following six months.

Unless the resident states otherwise, payments will be applied in the following order:

- Security Deposit
- Monthly Rent (applied to the oldest rent first)
- Maintenance Charges
- Recovery of Attorney Fees
- Other Charges

J. *Rent Reporting Program*

[Senate Bill No. 1157, Section 1954.06 of the Civil Code]

For leases entered into on or after July 1, 2021, the offer of rent reporting shall be made at the time of the lease agreement and at least once annually thereafter. For leases outstanding as of July 1, 2021, the offer of rent reporting shall be made no later than October 1, 2021 and at least once annually thereafter.

The PH will ensure all residents are informed about the Rent Reporting Program at Move-In and during each Recertification appointment. PH will develop marketing and enrollment and cancellation forms and will enroll/cancel resident enrollment within a reasonable amount of time upon notification from the resident.

K. Schedule of Fees & Charges

The PHA's *Schedule of Fees & Charges* for special charges including, but not limited to, services and repairs, which are incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the area management office and will be provided to residents upon request. Included in the *Schedule of Fees & Charges* will be amounts for fines for tampering with or dismantling safety equipment in the unit or on PHA property.

The adjusted rate in the *Schedule of Fees & Charges* does not reflect the trip charge. A trip charge will apply to all work determined to be resident caused. All requested repairs will also receive a charge when maintenance staff is denied access to the unit (without good cause) in order to complete the repairs. All trip charge rates are pre-determined with one rate applicable during normal business hours and a higher rate for after hours and on weekends.

All charges for repairs performed by vendors will be determined by actual cost. If a resident misses a scheduled appointment with a vendor without good cause, they will be responsible for the vendor's service call fee.

Services not described in the *Schedule of Fees and Charges* will be charged at a fixed rate per hour during normal business hours and at a higher fixed rate for all after-hours work. If a bill is received for services and repairs, the resident will be required to pay the entire amount within thirty (30) days from the date of the bill.

L. Modifications to the Lease

The *Schedules of Fees & Charges*, rules and regulations are subject to modification or revision. Residents will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the area management office, and:

- Personally delivered and/or mailed to the resident at the dwelling unit; or

- In accordance with 24 CFR §966.5(b), the posting must be in at least three (3) places at each community in which residents affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

M. Cancellation of the Lease

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

N. Inspections of Public Housing Units

INITIAL INSPECTIONS

The PHA and the resident will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection signed by the PHA and the resident will be kept in the resident's file and a copy will be given to the resident. Any adult member may sign the inspection form for the head of household.

VACATE/MOVE-OUT INSPECTIONS

The PHA will perform a move-out inspection when the family vacates the unit and will encourage the resident to participate in the move-out inspection.

The purpose of this inspection is to determine necessary cleaning and maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine the extent of resident caused damages to the unit beyond normal wear and tear and charge according to the *Schedule of Fees & Charges.* Resident caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

A pre-move out inspection must be conducted no more than fourteen (14) days prior to the vacate date.This is to allow the resident the opportunity to complete these repairs and avoid charges against the family's security deposit.

ANNUAL INSPECTIONS

The PHA will inspect all units at least annually using HUD's required inspection standards as a guideline. All inspections will include a check of all smoke alarms to ensure proper working order. All repairs will be completed by the PHA to bring the unit into UPCS compliance.

- Damages beyond "normal wear and tear" that are caused by the resident(s) or guest(s) under the resident(s) control may be billed to the resident in accordance with state law.
- Residents who repeatedly "fail" the inspection or cause excessive damage to the unit are in violation of their lease and may be scheduled for a lease violation conference. Continued violation may lead to Lease termination.

SPECIAL INSPECTIONS

The PHA may conduct special inspections, including but not limited to; housekeeping, unit condition, infestations or suspected lease violation.

HUD representatives or local government officials may review PHA operations periodically and as a part of the monitoring may inspect a sampling of the PHA's inventory.

In order to maintain a high level of fire safety when responding to general work orders in housing units, the Maintenance Department will also be inspecting smoke detectors for proper function. At this same time the department may also be inspecting other fire, life, and safety equipment.

SITE INSPECTIONS

The PHA will periodically conduct inspections to determine whether there may be lease violations, adverse conditions or local code violations.

RESIDENT DAMAGES

Residents who cause significant damage to PHA property that lead to unit inhabitability may be subject to termination of tenancy based on the circumstances of the incident. The resident shall have the right to request a hearing under the PHA grievance procedure and will not have to move until the time to request a grievance has expired.

Repeated failed inspections including, but not limited to, housekeeping or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations subject to lease termination.

ENTRY OF PREMISES NOTICES

The PHA may enter a Resident's dwelling units to perform inspections and/or repairs as follows:
(1) The PHA will give Resident forty-eight (48) hours written notice stating the purpose of entry to the dwelling unit. The PHA's entry shall be in a four (4) hour range of normal business hours.
(2) The PHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.

Reasons the PHA will enter the unit include:

- Inspections and maintenance
- To make improvements and repairs
- Pest control services

FAMILY RESPONSIBILITY TO ALLOW INSPECTION

The family must allow the PHA to inspect the unit at reasonable times (normal business hours) with reasonable notice. A forty-eight (48) hour written notice will be considered reasonable in all cases. Failure to allow access for inspection is a lease violation and may be cause for termination.

EMERGENCY INSPECTIONS

Housing staff, including PHA inspectors, may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see *Entry of Premises Notices* in this chapter). Emergency work order repairs are to be either abated or completed within twenty-four (24) hours from the time the work order is issued.

EMERGENCY REPAIRS TO BE ABATED IN LESS THAN TWENTY-FOUR (24) HOURS

The following items are to be considered emergency in nature and require immediate (less than twenty-four [24] hour) response and repair or resolution within twenty-four (24) hours:

- Plumbing leaks, which have the capacity to create flooding, or cause damage to the unit or another unit impacted by the leak;
- Natural gas leaks or smell of fumes;
- Backed-up sewage; and
- Electrical hazards.

Inoperable smoke detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the PHA. Residents who disengage smoke detectors, or any safety equipment will be cited and fined.

NON-INSPECTION EMERGENCY ENTRY (MOVE ABOVE)

The PHA staff will allow access to the unit to the proper authorities when issues of health or safety of the resident are concerned.

QUALITY CONTROL INSPECTIONS

The housing management staff may conduct periodic quality control inspections to confirm the condition of the unit and to identify problems or issues. The resident may be required to enter into a house keeping agreement if the quality control inspection is found to be in violation of the housekeeping standards.

General Housekeeping Standards

In an effort to improve the livability and conditions for the apartments owned and managed by the PHA uniform standards for resident housekeeping have been developed for all resident families. Above all, the premises are to be clean to the extent needed to avoid health and safety issues.

Housekeeping Standards: Inside the Unit

- Entire unit should be clean, free of dirt and grease; excessive mildew should be removed.
- Floors should be clean, clear, and free of hazards.
- Trash shall be disposed of properly and not left in the unit, or next to unit entry doors or hallways.
- Throughout the unit, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation.
- The kitchen should be kept clear of spilled food and grease. Appliances should be kept clean.
- Storage areas and closets should be neat and clean. No flammable materials should be stored in the unit.

Housekeeping Standards: Outside the Unit

- Yards should be free of debris, trash, and abandoned pets. Exterior walls should be free of graffiti. Nothing should be placed on the exterior walls without permission from the PHA. Doors should not be defaced.
- Steps and sidewalks should be clear, and free of hazards.
- Parking lot should be free of abandoned cars. There should be no car repairs or washing cars on the premises.
- Hanging or placing anything on, over or from the top of a window, ledge, balcony, porch, fence or gate is prohibited. There shall be NO visible storage on balcony, porch or from the street except for operable bicycles. Only patio/outdoor type furniture is allowed.

O. Pest Control [24 CFR §903.7(e)(2); PIH 2012-17]

Annually, according to a pre-arranged schedule or as required, the pest control technician and a representative of PHA will enter each residence to complete fumigation and/or baiting for the control of vermin and/or roaches, etc. Common pests (i.e., spiders, ants) not related to a large scale infestation should be handled as part of a resident's upkeep

of the unit. However, the removal of bee and wasp nests will be facilitated by the PHA pest control vendor.

Bed Bug Policy

The PHA is committed to providing units that are free from pest infestations. The Regional Manager will inspect the unit prior to making it available for leasing in order to verify that there are no indications of the presence or infestation of insects or vermin including bedbugs in the unit. Unit inspections occur prior to lease up and on at least an annual basis.

Each resident is in control of their unit. Bed bugs are brought into the unit by the host, typically either the resident, their guest(s) or through used clothing or furniture. Resident awareness and compliance with this policy is key to preventing any initial infestation. The Bed Bug Fact Sheet was developed to help educate residents about the problem with bed bugs. This fact sheet is given to all residents at the execution of their rental agreement. The Fact Sheet also advises residents of the resident's rights and responsibilities consistent with Section VII of PIH 2012-17 (Guidelines on Bedbug Control and Prevention in Public Housing). Pest control contracts and treatment plans are in place to address typical pest problems like roaches, ants, rodents, and bed bugs.

It is important to have a regular house cleaning schedule including vacuuming of mattresses and other furniture; and frequently launder bedding and clothing and dry them in a hot dryer. This process will kill all stages of bed bugs. Residents should not bring second hand clothing and furniture into their home and should avoid socializing with individuals that have bed bug infestations in their residences. Avoiding clutter such as stacks of clothing, paper items and cardboard will also reduce the places that bed bugs can hide. After travel it is important that residents closely check their luggage and clothing and immediately launder all clothing items.

The resident is responsible for anything they bring into the building. The resident shall not bring anything into the building that has come from a dumpster or refuse area. Used or second hand furniture, bedding, or clothing should be inspected closely prior to bringing them into the building or project grounds. Prior inspection and approval by the Regional Manager to determine that an item is not infested or conducive to infestation by bedbugs are strongly recommended.

Prior to move-in, at the request of a resident, the office staff will contact a professional pest professional to inspect all luggage, bedding, clothing, and personal property which the resident intends to maintain in the unit or store anywhere in the building, for indications of bedbugs. If an item has bedbugs, the Regional Manager (or designee) may either prohibit the resident from bringing the item into the unit and building, or mandate that the item be treated and certified as pest free before the item is brought into the unit or building.

The PHA provides residents with a unit free from pests, rodents, or other types of bug infestations. Residents must immediately notify the PHA if they have bed bugs in their unit. Once a bed bug infestation is discovered, the PHA will act quickly to keep the infestation from spreading and may temporarily provide the resident with lodging that is infestation free. The PHA will investigate the infestation in order to determine the likely source of the infestation. When bed bugs are found in a unit, a treatment plan will be formulated. Residents must cooperate and not hinder the treatment plan. Residents will not be charged to cover the costs of bedbug treatment.

All treatment plans are formulated with the partnership of a pest control professional. For more severe infestations, residents may be temporarily relocated prior to treatment of the unit. Where necessary, resident soft goods, including furniture and carpet, will be disposed of in order to control continued infestation. The PHA provides the resident with information on how to prepare for the treatment process. In the event the resident has reason to believe that he or she has a medical condition which precludes the resident from being exposed to pesticides, the resident shall provide written verification from their physician of the resident's condition.

The resident may be required, under the supervision of the licensed pest control professional, to discard, or permanently remove personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspaper, open food, personal supplies, plants, and stuffed animals from the building,. Residents shall not be permitted to remove any belongings from their units until the bedbug treatment is finalized as determined by the licensed pest control professional. The PHA will make good faith efforts to minimize the impact on the resident for any loss of personal property.

HUD regulations and the PHA require the resident's cooperation; residents may be in violation of the *Lease Agreement* if they fail to fully cooperate and comply with their roles and responsibilities. If a resident misses a scheduled appointment with the licensed pest control professional, does not allow infested items to be removed from the unit, or otherwise fails to cooperate with the treatment plan without cause, the resident may be held responsible for the additional re-treatment costs associated with resident's action and the resident's lease may be terminated at the PHA's discretion.

P. Trash Disposal and Recycle Program

Proper disposal of trash by the resident is required. All trash such as garbage, papers, bottles, and cans, which is unacceptable for recycling, should be securely wrapped and fastened in plastic bags and deposited in the cans or bins provided.

Large articles, such as boxes, must be flattened before depositing in cans or bins. The resident should dispose of stuffed furniture, mattresses, tables, chairs etc., on their own at a refuse station. The maintenance department may offer assistance in disposing of furniture (see *Schedule of Fees and Charges*).

Residents residing in multi-family developments must participate in the recycling program if so equipped. Garbage only designated bins are provided for garbage. Recycle bins are available for recycle material including acceptable containers and paper.

Q. Appliances

The PHA supplies stoves and refrigerators in all units. When residents are planning to utilize their own refrigerator in addition to the PHA-provided refrigerator, it will be documented and the resident will be responsible for the upkeep and maintenance of their personally owned appliance. The PHA owned refrigerator will not be removed from the unit. When the resident owned appliances are not in acceptable condition according to Uniform Physical Condition Standards (UPCS) standards, the PHA reserves the right to require the resident to remove or repair that appliance at the resident's expense. At no time are PHA owned appliances to be removed from the premises by residents. Proper authorities will be notified to recover stolen appliances.

The resident must maintain appliances in an acceptable condition. Requests for repairs should be reported to maintenance. Resident caused damage or neglect will be assessed on a pro-rated basis.

Portable washers and/or dryers are neither supplied nor serviced by the PHA. With prior written approval from management, residents may own and operate their own portable washers, dryers, and/or dishwashers. Improper drainage of a washing machine and ventilation of a dryer is cause for a lease violation.

R. Screen Doors

This procedure encompasses PHA property that consists of 3 (three) units or less. No screen doors may be installed without management approval. Unauthorized installations will result in resident charges for screen door removal costs. The resident may request, a screen door for the unit they live in through a Regional Manager. Specific screen doors have been approved by the Agency and a flyer indicating the make and model of the doors must be provided to the resident. The resident will be responsible for the purchase and installation cost as well as the ongoing maintenance of the door. Only screen doors installed by PHA will be repaired. Resident may take screen door, upon move out if they paid for it in full.

S. Window Coverings

Only shades, blinds, drapes or curtains are acceptable window coverings and must show as white or off white to the outside. Residents are responsible for removal and or repairs of resident installed window coverings.

T. Gardening

Planter areas in multi-unit complexes are dedicated for PHA use. These designated areas are specific to each site and are used for planting shrubs, flowers and other low growing foliage. Planter areas are standardized for each site and bordered by concrete mow strips, sidewalks or lawn turf edges. Agency maintenance personnel and/or contractors provide the ongoing maintenance to these areas.

Some complexes may have space for residents to grow vegetables, flowers, or low growing shrubs, in designated areas only, with written approval by management. Requests for gardening shall be made in writing directly to the property manager. The request(s) must show the area to be planted, describe the type of plants and materials to be installed, and indicate the type of any low borders or fencing to be placed in the area. Where borders or fencing are allowed, they will not have a height of higher than one (1) foot and shall have no sharp or pointed edges. Under no circumstances shall the area of a designated planter be increased and any cutting and/or removing of existing turf shall be prohibited.

After receiving written approval, the resident will water and keep the garden weed free. In addition, the resident must ensure that their garden plants or trees do not touch any part of the PHA's buildings or structures. All watering must be supervised by the resident and no free flowing hoses allowing water to run across sidewalks and into street gutters will be allowed. Failure to maintain their garden spaces may result in charges to have any debris cleaned, and the potential revocation of their garden privileges. Residents who have been given written approval for gardening in planter areas may be provided a placard stating "Maintained by Resident" to be placed in the planter area.

All residents must follow local water restrictions.

U. Parking

Residents are required to park only in designated areas. Residents must also ensure that guests and visitors do not park in parking areas of other residents and they abide by parking policies adopted by the PHA (see *Parking Policy—Addendum 2* of this document). Residents are to refrain from driving or parking any vehicles on the lawns, sidewalks, or other areas of use provided under this lease. In multi-unit developments, vehicles must be parked front end in first, not backed in. No washing of vehicles on HA properties is allowed. The use of running water, electricity or extension cords is prohibited in parking lots and/or designated parking spaces.

V. Inoperative and Abandoned Vehicles

All vehicles must have current registration and insurance in the resident's name. Failure to supply current registration will result in vehicle being towed.

Inoperative vehicles must be promptly removed from a PHA property.

Vehicle repairs on PHA property are prohibited. Offenders will receive written notice to discontinue the activity at once. Failure to comply will result in the towing of the vehicle and notification of a lease violation for the resident.

Abandoned vehicles will be removed promptly from PHA property. Management has authorized the PHA to have such vehicles ticketed and towed. Where ownership is known, the owner will be given a written notice to remove the vehicle. If the owner does not comply within forty-eight (48) hours the vehicle will be towed at owner's expense

When a vehicle is given a forty-eight (48) hour notice, for cure, this notice will serve in perpetuity for the issue it was written and the vehicle will be subject to tow without any further warning.

W. Key Control

The policy of the PHA shall be to issue and assign keys or key cards only to individuals who have been screened through a criminal background check and found to be responsible for the proper use and safeguarding of the key or key card.

Each adult resident is issued one key or key card for their building or property (if applicable) and the head of household receives an additional key for their unit. The first key card for each member of the household on the lease will be issued free of charge. The key cards are the property of the PHA and must be returned upon the termination of the lease. There will be a charge for additional key cards for non-residents or for the replacement of damaged, lost, or stolen key cards as per the current *Schedule of Fees and Charges.*

One gate clicker for parking access will be issued to households that have authorized parking privileges. The gate clicker is the property of the PHA and must be returned upon termination of lease, if an authorized household member no longer owns a vehicle, or their parking privileges are revoked. There will be a charge for replacement of damaged, lost, or stolen gate clickers per the current *Schedule of Fees and Charges.*

Residents may apply for additional building key(s) for care givers, upon payment of the key duplicating fee. he key(s) or key card shall be assigned to the individual requested by the resident provided that the proposed key assignee consents to and passes a criminal background check using resident eligibility criteria.

Keys may be revoked or recovered from any non-resident whose use of the key or actions disrupt the quiet enjoyment of the residents. In serious or repeated incidences of misconduct or misuse of their assigned key the resident can be held responsible for the misconduct of their guests.

X. Pools, Water and Water Usage

Due to property damage, health, safety, liability, and the increased sensitivity to water conservation, the PHA does not allow pools of any size within any agency property limits. No swimming or wading pools and no outdoor fountains or standing water are allowed. This includes, but is not limited to, water slides and any water play items. All residents must follow local water restrictions.

No inflatable jumpers or trampolines are allowed.

Y. Smoke/Carbon Monoxide Detectors

The Authority is required by law to have operational smoke detectors in all of its units. Smoke detectors, carbon monoxide detectors and their accompanying devices are placed in dwelling units and common areas for the expressed protection of the building occupants and property.

Lease violation – Residents who disengage smoke detectors, carbon monoxide detectors or related fire safety equipment will be cited and fined. Where these detectors exist, disabling, including removal of any batteries or disconnection, or completely removing the smoke detector or carbon monoxide detector is a lease violation and grounds for termination of the lease. Tampering with, destroying, or dismantling any part of a safety device, including but not limited to, smoke detectors, carbon monoxide detectors, alarm pull stations, fire extinguishers, or other notification devices, is grounds for lease termination.

Charges – The resident will be charged a fee in accordance with the *Schedule of Fees and Charges* for reinstallation of each smoke detector, carbon monoxide detector or other safety related device that has been disabled or removed. This includes replacement of batteries that have been removed and has inactivated the smoke detector or carbon monoxide detector.

Inspections –Smoke detectors, carbon monoxide detectors and other equipment that are part of the building safety system, will be checked during scheduled unit inspections or when responding to general maintenance work orders, all to insure proper functioning.

Reporting – It is mandatory that non-functioning smoke detectors, carbon monoxide detectors and any related safety equipment be reported to the resident's community management office as soon as discovered. Inoperable smoke detectors and carbon monoxide detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.

Z. Open Flame Cooking Devices

The PHA will follow the regulation enforced by the local fire departments in the Sacramento region. -

Charcoal burners and other open-flame cooking devices shall not be operated on any balconies or within ten(10) feet of any PHA building. Exceptions include an electric barbecue and propane fueled cooking device not greater than one (1) pound gas liquid propane capacity.

Tanks, charcoals and charcoal fluid cannot be stored on the inside of a dwelling unit or on the balcony, or within ten (10) feet of combustible construction or inside of any enclosed structure.

All ashes, grease and or waste produced by any barbecue device shall be completely extinguished and appropriately and safely disposed of with careful consideration to not cause any trash receptacle fires. After proper cooling has occurred, waste products must be placed in a sealable trash bag prior to being placed in trash receptacle.

Note: Completely extinguished means no heat is being produced or generated from any part of waste being disposed of. Wait at least twenty-four (24) hours before disposal. After proper cooling has occurred waste products must be placed in a sealable trash bag prior to being placed in trash receptacle.

Waste products are not allowed to accumulate in a resident's unit, porch, planter area, or any area under the resident's control or dumped on PHA property.

AA. Resident Owned Camera's

Residents are required to follow the PHA polices/procedures regarding owning and operating resident-owned cameras. The resident is required to comply with this policy as a condition of installing such equipment.

Prior Permission

- Residents must obtain prior management approval before installing any resident-owned cameras.
  - Management will confirm/approve the placement of the resident-cameras outside the resident's unit.

Location

- Cameras cannot directly face the personal space of another resident.

AB. Weapons Storage

The PHA may impose reasonable restrictions related to the possession, use and storage of a Firearm within common areas and interior of the unit. California gun laws require owners to make sure that a gun is stored unloaded, and in a place not accessible by children and adults that are prohibited from possessing a gun.

The PHA is not liable in a civil action for personal injury, death, property damage or other damages resulting from or arising out of an occurrence involving a Firearm that the PHA is required to allow on the property under this section.

Violation of this policy may result in termination of tenancy

Firearms and Weapons

Residents have the right to keep and bear arms, but also the responsibility to protect the health, welfare, and safety of themselves and other residents residing in public housing.

The resident, members of the resident's household, and the resident's/member's guests/visitors shall:

A. Comply with all federal, state, and local requirements regarding the lawful ownership, possession, transportation, and use of Firearms;
B. Not discharge or use any Firearm on PHA property or within the residence, except when the Firearm is discharged in self-defense;
C. Not to threaten any person on or off PHA property with a Firearm;
D. Comply with the law and exercise reasonable care in the storage of a Firearm; and
E. Exercise reasonable care in the storage of all Firearms.

Weapons

Weapons include Firearm parts kits that are designed to or may readily be completed, assembled, restored, or otherwise converted to expel a projectile by the action of an explosive (e.g., pistol, revolver, rifle, or shotgun).

An instrument that is specifically designed, made, and/or adapted for the purpose of inflicting physical damage, serious bodily injury, or death by striking a person with the instrument

A weapon can include but is not limited to the following:

A. Club/Blackjack/Sand Club
B. Nightstick
C. Mace
D. Tomahawk
E. Sling shot
F. Metal knuckles
G. Knife / Dagger /Dirk
H. Cross Bow

Grounds for Lease Termination & Eviction

- Unlawful ownership, possession, transportation, or use of a Firearm/weapon.
- Damaging any property through the unlawful, reckless, careless, or negligent use of a Firearm or weapon.
- Brandishing/displaying of a Firearm or weapon in connection with a verbal or non-verbal threat of bodily harm on or off PHA-property without the legal justification that the Firearm or weapon was necessary for self-defense.
- The infliction of any injury upon another person through the intentional, reckless, careless, or negligent use of a Firearm or weapon without the legal justification that the Firearm or weapon was necessary for self-defense.

All Firearms or weapons in the lawful possession of a resident, members of the resident's household, and/or resident guest/visitor must be in accordance with federal, state, and local laws.

The unlawful possession, use or storage of Firearms or weapons by a resident, members of the resident's household and/or resident guest/visitor is prohibited and constitutes a material lease violation.

Chapter 10: PET POLICY (24 CFR §5 Subpart C & 24 CFR §960 Subpart G)

PURPOSE

The PHA is establishing this pet policy for ownership of pets in elderly, disabled and family housing. It also ensures that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. The policy also establishes reasonable rules governing the keeping of common household pets. The policy is designed to protect both pet owners and non-pet owners, and to ensure the animals receive responsible care. The policy applies to all pets kept in PHA housing. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all residents, to protect and preserve the physical condition of the premises, and to protect the financial interest of the PHA.

A. Registration of Pets

Pets must be registered with the PHA before they are brought onto the premises.

Registration must be updated annually, coordinated with the annual recertification date. A health certificate must be submitted with the resident's annual recertification documents.

NON-APPLICABILITY OF PET POLICY TO ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

REASONABLE ACCOMMODATION FOR COMPANION ANIMALS

Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as companion animals.

Companion animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Animals do not necessarily have to be formally trained to qualify as companion animals. However, the animal must actually perform the assistance or provide the benefit needed by the person with the disability. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal.

Companion animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to portions of the PHA Pet Policy. Therefore the pet deposit is waived.

B. Verification

All residents requesting exemption from the pet deposit requirement must request a verification of the need for reasonable accommodation for a companion animal, which must be provided by a licensed physician, attending health care professional, or other qualified professional and submitted on a *Verification of Need for Reasonable Accommodation* form. The PHA will consider all requests for reasonable accommodation.

PHA can approve a service/companion animal as a reasonable accommodation when

- An individual has a disability as defined in the Fair Housing Act or Section 504;
- The animal is needed to assist with the disability; and
- The individual who requests the accommodation demonstrates that there is a relationship between the disability related needs and the assistance that the animal provides.

All residents must comply with the provisions of the *Lease* and *Pet Policy/Agreement*. This includes the responsibilities of pet owners to control the animals, maintaining the premises in clean and sanitary condition, and ensuring their animal does not interfere with any neighbor's right to enjoy the premises in a safe and peaceful manner.

The PHA retains the right to disapprove a companion animal as a means to provide a reasonable accommodation for an individual with a disability in the following cases:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
- There is reliable objective evidence that the animal would cause substantial physical damage to property.
- The presence of the assistance animal would pose an undue financial and administrative burden to the PHA.

C. Advance Permission, Registration, and Pet Deposits

Permission to keep a pet is granted at the PHA's sole discretion and is subject to the resident's strict adherence to all aspects of the *Pet Policy/Agreement*. Any resident who wishes to keep a pet will first obtain the approval of the PHA. The pet must be registered per the requirements of the *Pet Policy/Agreement*. Also, residents will be require to pay (or make arrangements to pay) a pet deposit for each qualified pet, and sign a *Pet Policy/Agreement*. The pet deposit for each animal is two hundred fifty dollars ($250).

All pet deposits must be paid (or make arrangements to pay) prior bringing the pet onto SHRA property. No pet deposit is required for birds, fish, or rodents.

Only common household pets will be allowed. These include dogs, cats, fish, birds, rabbits, and rodents,. Residents are allowed two (2) pets per household only

Dogs: Dogs are limited to a maximum adult weight of twenty-five (25) pounds as documented by a veterinarian. Dogs must be housebroken, must be effectively restrained and under the control of a responsible person when passing through common areas. Furthermore, they must not be tethered or chained outside or within the dwelling unit. They cannot be housed outside. They also must be leashed when outdoors or in common areas. The dog owner must carry appropriate containment apparatus to promptly and completely remove all fecal matter deposited by dogs in a sanitary manner.

Cats: Cats must remain inside unless being transported in an appropriate secured carrier and must be trained to use a litter box or other waste receptacle. Litter boxes must be cleaned regularly and the waste disposed of in a sanitary manner. Litter must never be flushed down the toilet.

General Conditions for Dogs and Cats:
Dogs and cats must be licensed at time of registration and ongoing if specified by local, state or federal mandate. A color photograph must be provided at the time of registration.

A health certificate must be obtained by a licensed veterinarian and given to the PHA at time of registration of the dog or cat. This certificate must contain, but is not limited to, the following information:

1. The name, address and telephone number of the attending veterinarian.
2. Confirmation of breed, current weight and estimated adult weight.
3. Documentation the dog or cat is in generally good health and free of any communicable diseases or parasites.
4. Documentation the dog or cat has been spayed or neutered or this procedure will be completed prior to four (4) to six (6) months of age as recommended by the veterinarian.
5. Documentation the dog or cat is current on all standardized inoculations with a schedule of future inoculations included.
6. The name, address and telephone number of the animal's veterinarian.
7. Emergency contact information other than the resident or a household member.

Other Pets: Pet cages and/or aquariums must be in good repair and cleaned regularly.

Birds: Maximum number two (2). Birds must be contained in an acceptable cage at all times. Pigeons, doves, mynah birds, psittacine birds of other species that are hosts to the organisms causing psittacosis in humans must be certified by a veterinarian to be free from this condition prior to bringing the bird into the housing environment. The certification must contain the same information as the health certificate obtained for dogs and cats listed under "General Conditions" numbers 1 and 2 above.

Fish: Maximum aquarium size twenty (20) gallons or any combination of tanks not to exceed twenty (20) gallons. Fish aquariums must be maintained on stands approved by management.

Rodents: Maximum number two (2) rodents must be in an acceptable cage at all times.

D. Prohibited Animals

Prohibited animals include, but are not limited to, the following:

- Any animal whose weight could exceed twenty-five (25) pounds by maturity;
- Animals determined to be dangerous, intimidating or vicious;
- Chicks or other animals that pose a significant risk of salmonella infection to their handlers, and
- Animals who produce offspring for sale - breeding of any animals is prohibited.

E. Additional Conditions and Requirements

- Residents/pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
- Except as required by law or permitted by the PHA as a reasonable accommodation, pets are not permitted in any common areas (except to pass through for ingress or egress). This includes, but is not limited to: lobbies, community rooms, kitchens, dining facilities, office and laundry areas.
- Residents are responsible for controlling the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt the quiet enjoyment of their dwelling unit or the premises. This includes, but is not limited to; loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- No pet (excluding fish) shall be left unattended in any dwelling unit for a period in excess of forty-eight (48) hours.
- Resident/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for their pet(s).
- Resident/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents at all times.
- Resident/pet owners shall take adequate precautions to eliminate any pet odors within or around the dwelling unit and to maintain the unit in sanitary condition at all times.
- Pet waste must be promptly placed in a sealed plastic bag and deposited in an outside garbage container for disposal.
- Residents are prohibited from feeding or harboring stray animals, including birds.
- The PHA regularly treats units for pest control. If a pet is the cause for more frequent treatments, all such treatments or specialized treatments will be charged to the pet owner.
- It will be the responsibility of the resident to remove any animal that may be harmed by the use of pesticides.

F. Inspections and Other Rights of the Authority

- The PHA reserves the right to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, found unattended on the property or found without identification tag, pending resolution of any dispute regarding such violation, at the resident's expense.
- All animals in the unit should be properly secured or under the resident's control during all inspections or maintenance repairs

G. Pet Removal

Residents are solely responsible and liable for the conduct of pets whether owned or allowed on PHA premises by the resident. The resident shall take all necessary steps to ensure that pets will be immediately removed by the resident and/or referred by the resident to the appropriate state or local entity authorized to remove such animals when the pet:

- Becomes vicious or intimidating;
- Displays symptoms of severe illness;
- Displays or demonstrates behavior that constitutes an immediate threat to the health or safety of others. When a resident fails to remove a pet from the premises the PHA may take all necessary steps to remove, the pet from the premises. If a pet injures or intimidates another resident or anyone on PHA property, including but not limited to, biting, scratching, or assaulting person(s), the pet owner must immediately remove the pet permanently from the premises without direction from the PHA to do so.

If the death or incapacity of the pet owner threatens the health or safety of the pet or other factors occur that render the owner unable to care for the pet and the designated responsible party is unavailable (or unwilling) to provide a remedy the PHA will remove the pet using any legal remedy available and at the expense of the resident.

H. Termination of Tenancy

The PHA may terminate tenancy when the resident has failed to remove the pet or correct a pet rule violation within the time specified in a warning notice.

I. Disposition of Pet Deposit(s)

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet will be the responsibility of the resident including, but not limited to the cost of fumigation, repairs and/or replacement to the resident's dwelling unit or common areas. The pet deposit is fully refundable upon removal of the pet or the household's move out of housing if the PHA determines that there are no damages or

other expenses caused by the pet. If upon removal of the pet or the household's move out of housing, the cost of repairing any damages caused by the pet exceeds the pet deposit management will use funds from the resident's regular security deposit to cover the expense. The resident will be billed for any amount owed in excess of the pet deposit and security deposit.

J. Liability

Residents shall be held solely responsible and liable for the conduct of their pet(s). The PHA of the City of Sacramento and their representatives will not be held responsible for any accident or injury involving residents, guests, or visitors to the premises as a result of allowing pets.

K. PHA Refusal to Register Pets

The PHA will refuse to register a pet when:

- The pet is not allowed under *Section D, Prohibited Pets* as found in this policy.
- Keeping the pet would violate any *House Pet Rules.*
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually.
- The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. Attributes of the pet including, but not limited to, temperament and behavior will be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

When the PHA refuses to register a pet, written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD notice requirements.

L. Pets Temporarily on the Premises

Pets not owned by the resident will not be allowed on the premises. This rule excludes approved companion animals visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA. For pet programs, the PHA reserves the right to limit the type of animal to those listed in section C of this chapter.

In the event the PHA's policy conflicts with state or local law, state or local laws governing pets temporarily in dwelling accommodations shall prevail.

In all cases the resident will be responsible for all liability, financial or otherwise, for the action of any pet knowingly allowed in their residence.

Chapter 11: RECERTIFICATIONS (24 CFR §960.257)

INTRODUCTION

In accordance with HUD requirements, the PHA will recertify the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Annual recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition and the PHA decides what other changes must be reported and the procedures for reporting them. This chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families and the standards for timely reporting.

A. Eligibility for Continued Occupancy

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

- Qualify as a family as defined in this policy;
- Are in full compliance with the obligations and responsibilities described in the dwelling lease;
- Whose family members, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;
- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents;
- Compliance with the Community Service requirements; and
- Compliance with the recertification requirements.

B. Annual Recertifications

At least annually, the resident is required to provide the PHA with accurate and current information as stipulated in the *Lease*. In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Income Determination of Fixed Income Sources (24 CFR §960.257 (c)(1))

On April 7, 2016, HUD issued PIH 2016-05 (HA), Attachment D, Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies. According to this notice, any family member with a fixed source of income, a PHA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination must be conducted by applying, for

each fixed-income source, the verified Cost Of Living Adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

The PHA will apply this streamlined income determination for all fixed income sources in the following way:

- The PHA will only use the streamlined income determination as part of a reexamination. This will require third-party verification of all income for applicants during the admissions process.
- A "family member with a fixed source of income" is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:
    - Social Security, Supplemental Security Income (SSI), Supplemental Security Disability Insurance (SSDI);
    - Federal, state, local, or private pension plans;
    - Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
    - Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
- The PHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The PHA will verify the appropriate COLA or current rate of interest from a public source or through resident-provided, third party-generated documentation. If no such verification is available, then the PHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.
- For any family member whose income is determined pursuant to a streamlined income determination, the PHA will obtain third-party verification of all income amounts every three (3) years per 24 CFR 960.257(c)(5).

TRANSFERS THAT OCCUR AROUND THE TIME OF THE ANNUAL RECERTIFICATION

If the family transfers, an interim recertification will be conducted before the transfer (unless income and asset verifications are current within the last 120 days). When the move occurs prior to 120 days of the regularly scheduled annual recertification, an interim recertification will be conducted so the resident's current income is used to determine the rent for the new lease. The interim recertification will be followed by the regularly scheduled annual recertification at which time the next recertification date will be changed to the next year. This two-step method ensures that current income is used for new leases and ensures a complete annual recertification is performed while allowing the recertification month to remain the same as the original admission month.

Recertification Notice to the Family

The PHA will maintain a recertification tracking system and the household will be notified by mail at least ninety (90) days in advance of the anniversary date. The PHA will provide the notice in an accessible format if requested as an accommodation by a person with a disability. The PHA will also mail the notice to a third party if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Completion of Annual Recertification

The PHA will have all recertifications for families completed before the anniversary date. The mail-in packet will include notice to the family of the PHA's deadline for returning the completed forms to the PHA. This includes notifying the family of any changes in rent at least thirty (30) days before the scheduled date of the change in family rent.

Recertification by Mail

The PHA may permit the family to submit annual and interim recertification forms through the mail.

Missing an appointment without good cause (see Glossary) may be considered a violation of program rules and the *Lease.*

Home Visits

When requested and where the need for reasonable accommodation has been established, the PHA will conduct home visits to residents to conduct annual and interim recertifications.

Missing an appointment without good cause (see Glossary) may be considered a violation of program rules and the *Lease.*

Collection of Information

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. The family is required to complete a *Data Collection* form prior to all annual recertification interviews.

Requirements to Attend

All family members over the age of 18 must attend the annual recertification.

Failure to Respond to Notification to Recertify

If any adult family member does not appear for the recertification interview and has not rescheduled or made prior arrangements, the PHA will reschedule a second appointment.

If any adult family member fails to appear for the second appointment and has not rescheduled or made prior arrangements, the PHA may terminate tenancy for the family. In addition, if the resident fails to provide any missing verification of income or complete forms required for the recertification, the PHA may terminate tenancy for the family.

Supervisory or designated staff may make exceptions to these policies if the family is able to document an emergency situation which prevented them from canceling or attending the appointment, or if requested, as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

- Most recent IRS Tax filing, if self employed
- Data Collection Sheet
- Authorization for the Release of Information 9886
- Resident Certification
- Additional Adult Certification
- Proof of Income
- Other documents as required (including release forms for criminal record information).

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification unless reported and resolved 30 days prior to annual effective date.

Verification of Information

All information affecting the family's continued eligibility for the program and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this policy. All verifications will be placed in the file, which has been established for the family. All verifications used for recertifications must be dated within sixty (60) days before or after the PHA request date or within sixty (60) days of the effective date of the recertification.

When the information has been verified, it will be analyzed to determine:

- The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

- The unit size required by the family;
- The amount of rent the family should pay.

Criminal Record Checks on Existing Residents

In an effort to maintain safe and healthy environments for public housing residents and nearby neighborhoods, the PHA must ensure that families have met their obligation to comply with HUD regulations.

Release forms for the PHA to obtain criminal records will be obtained at the time of annual recertification. Criminal background checks will be run (as dictated by policy).

Criminal record checks may be obtained on existing residents on a random basis, by individual sites, or on individual residents, if there is reasonable cause to suspect that the resident is in violation of the family obligation not to engage in drug or violent criminal activity on or off the premises. Resident screening would be performed only for those violations for which a person could lawfully be terminated from public housing.

Changes in the Resident Rent

If there is any change in rent, a Notice of Rent Adjustment will be issued.

Resident Rent Increases

If the resident rent increases, a Notice of Rent Adjustment is mailed to the resident thirty (30) days prior to the effective date of the increase. The resident rent increase will be effective on the first of the month following the thirty-day notice if less than thirty (30) days are remaining before the scheduled effective date of the annual recertification.

If there has been a misrepresentation or a material omission by the family or if the family causes a delay in the recertification processing there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

Resident Rent Decreases

The effective date of resident rent decreases will be the first of the month of the anniversary date in cases when the recertification is submitted by the family and completed as an annual recertification.

When the family causes a delay so that the processing of the recertification is not complete by the anniversary date, any rent change will be effective on the first (1st) day of the month following completion of the recertification processing by the PHA.

If the resident rent decreases and the resident reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification the change will be

treated as an interim recertification. The change will be effective the first (1st) of the following month that the family reported the change. In this case the PHA processes and submits another HUD 50058 as an annual recertification.

C. REPORTING INTERIM CHANGES

HOUSEHOLD COMPOSITION

Families must report all changes in household composition to the PHA in writing within thirty (30) days of the change. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household. For any change in household composition the Interim Recertification Policy should be used.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and re-verify, using the same procedures the PHA staff would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy should be used. The annual recertification date will not change as a result of this action.

If an adult family member will no longer live in the household they should complete intent to vacate notice at their regional office. If this is not possible they may be declared permanently absent by the head of household. The request to remove a household member must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the PHA if the removed member wants to return to the household. Prior to their return to the household the family must fill out a *Request to Add* form, and it must be approved by the PHA. Criminal background checks will be obtained for both new and returning adult family members.

The U.S. citizenship/eligible immigrant status of new family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease. Residents are required to complete a “Request to Add member to household”.

Once the 50058 (reflecting the changes in the household composition) is completed and approved, a new Lease Agreement will be generated, reflecting the new household composition.

INCREASE IN FAMILY SIZE

The PHA will consider a unit transfer (if needed under the occupancy guidelines) for additions to the family in the following cases:

- Addition of a minor child (due to birth, adoption, or court-awarded guardianship);
- Addition of a PHA-approved live-in aide.

Families who need a larger sized unit, because of voluntary additions, will have lower priority on the transfer list than other families who are required by the PHA to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide causes overcrowding and thus requires a larger size unit, the change in unit size shall be made effective upon availability of an appropriately sized unit.

DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

Any member of the household will be considered permanently absent if he/she is away from the unit thirty (30) consecutive days in a twelve-(12) month period except as otherwise provided in this chapter. When a member of the household is subject to a court order that restricts him/her from the home for more than thirty (30) days, the person is considered permanently absent.

Full time students under the age of twenty-four (24) who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household and will not be required to attend the annual recertification meeting; however, paperwork for signature can be mailed to them at school to verify their continued status.

ABSENCE OF ANY MEMBER

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA must count the income of the spouse, co-head or the head of the household when that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

ABSENCE OF ENTIRE FAMILY

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit. During the period of absence, the rent and other charges must remain current.

"Absence" means that no authorized family member is residing in the unit.

In order to determine when the family is absent from the unit, the PHA may:

- Conduct a home visit;
- Write letters to the family at the unit;
- Post letters on exterior door;
- Telephone the family at the unit;
- Interview neighbors;
- Verify if utilities are in service;
- Check with Post Office for forwarding address;
- Contact emergency contact;

When the entire family is absent from the unit without PHA permission for more than thirty (30) consecutive days, the unit will be considered 'vacant' and the PHA may terminate tenancy.

In cases where the family has moved out of the unit, the PHA may terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than one hundred-twenty (120) consecutive days the family member will not be considered permanently absent as long as rent and other charges remain current.

If the person who is determined to be permanently absent or deceased and is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

Absence due to Incarceration

Any member of the household will be considered permanently absent if they are incarcerated for thirty (30) or more consecutive days. The PHA will determine if the reason for incarceration is for drug-related or criminal activity, which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents

The rent and other charges must remain current during this period and may result in the termination of the lease.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period from the date of removal of the child(ren) is to be greater than six (6) months, the child(ren) will be considered permanently absent from the unit. The unit size will be reduced in accordance with the PHA's occupancy guidelines.

Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to notify the PHA of all changes in household composition within thirty (30) days of the change of household composition.

CARETAKER FOR CHILDREN

If neither parent remains in the household and the appropriate agency has determined another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat the additional adult (aka caretaker) as a visitor for the first fourteen (14) days. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

If court-awarded custody or legal guardianship has been awarded to the caretaker and the caretaker qualifies under all program criteria, the lease will be transferred to the caretaker, who becomes the head of household.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

ABSENCE DUE TO FULL-TIME STUDENT STATUS

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.
- When the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.
- When the family decides that the member is temporarily absent, income of that member will be included in total household income, the member will be

included on the lease, and the member will be included for determination of unit size.

Any change in full-time student status must be reported within thirty (30) days of the change.

INCREASES IN INCOME TO BE REPORTED

Families are required to report all increases in income or assets that occur between regularly scheduled annual recertifications (see Section C. Reporting Interim Changes.) Increases in income, less than 10% of the families adjusted annual income between annual recertifications will be noted in the file, however, a rent adjustment will not be calculated until the next annual recertification or the addition of a household member.

DECREASES IN INCOME AND RENT ADJUSTMENTS

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions. These changes would reduce the amount of the total resident payment. The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than thirty (30) days and/or will be less than 10% of the families adjusted annual income.

If the family causes a delay in the processing of the recertification, any rent changes will be effective on the first day of the month following completion of the recertification processing by the PHA.

OTHER INCOME ISSUES

For families reporting zero income, an interim recertification will be performed every ninety (90) days.

In the following circumstances, the PHA may conduct the interim recertification by mail:

- As a reasonable accommodation when requested (see Chapter 1 - *Statement of Policies and Objectives*)

D. Income Changes Resulting from Welfare Program Requirements

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- Fraud;
- Failure to participate in an economic self-sufficiency program;
- Non-compliance of welfare requirements; or
- Noncompliance with a work activities requirement.

However, the PHA will reduce the rent when the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits;
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment;
- The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

VERIFICATION BEFORE DENYING A REQUEST TO REDUCE RENT

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

COOPERATION AGREEMENTS

The PHA has an unwritten cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

E. Timely Reporting of Changes in Income (and Assets)

STANDARD FOR TIMELY REPORTING OF CHANGES

The PHA requires that families report interim changes in writing to the PHA within thirty (30) days of when the change occurs. Any information, document or signature needed from the family, which is required to verify the change~~,~~ must be provided, in writing, within thirty (30) days from the date the information or signatures are requested from the family.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

PROCEDURES WHEN THE CHANGE IS REPORTED IN A TIMELY MANNER

The PHA will notify the family of any changes in resident rent to be effective according to the following guidelines:

- Increases in the resident rent are effective;
- At annual recertification;
- Beginning the first of the month at least thirty (30) days from the completion of recertification;
- If the income increase is greater than threshold amount of 10% of the families adjusted annual income
- When there is a change in the household composition;
- Decreases in the resident rent are effective the first (1st) of the month following the month in which the change is reported.

The change will not be made until the third-party verification is received.

PROCEDURES WHEN THE CHANGE IS NOT REPORTED BY THE RESIDENT IN A TIMELY MANNER

If the family does not report the change as described under *Timely Reporting*, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

- Increase in resident rent will be effective at time of annual recertification and retroactive to the date it would have been effective had it been reported on a timely basis.
- The family will be liable for any underpaid rent and may be required to sign a repayment agreement.
  Decrease in resident rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.

If the Resident does not report income changes timely on more than one occasion without good cause, the lease may be terminated.

PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE PHA IN A TIMELY MANNER

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner. Therefore, an increase will be effective after the required thirty (30) day notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount. If the family has submitted all of the documentation needed to project their future rent amount, every effort should be taken to provide the family with the projected rent. The family will be expected to pay this projected amount until their interim is resolved.

F. Remaining Member of Resident Family – Retention of Unit

To be considered the remaining member of the resident family, the person must have been previously approved by the PHA to be living in the unit.

A reduction in family size will require a transfer to an appropriate unit size per the occupancy standards. This transfer will take place per policy and when an appropriate unit is available.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

G. Changes in Unit Size

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determine the exceptions are justified according to this policy.

When an approvable change in the circumstances in a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the *Transfer List* (see *Chapter 5 - Occupancy Guidelines* & *Chapter 8 – Transfer Guidelines*).

H. Continuance of Assistance for "Mixed" Families

Under the Non-Citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or co-head or spouse is a U.S. citizen or has eligible immigrant status; and
- The family does not include any person (who does not have eligible immigrant status) other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after November 29, 1996 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter 6 – Determination of Total Tenant Payment). The PHA may no longer offer temporary deferral of termination (see *Chapter 12 – Lease Terminations).*

Chapter 12: LEASE TERMINATIONS (24 CFR §966.4)

INTRODUCTION

The PHA may terminate tenancy due to a family's action or failure to act in accordance with HUD regulations (24 CFR §966.4(l)(2)), and the terms of the lease. This chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

A. Termination by Resident

The resident may terminate the lease by providing the PHA a written thirty (30) days advance notice as defined in the lease agreement.

B. Termination by PHA

Public Housing participants who are victims of certain types of violence may be protected from termination by the Violence Against Women Act (VAWA). Participants cannot be terminated from assistance due to domestic violence and/or abuse by a partner or a direct result of domestic violence or abuse by a partner unless there is other cause for termination (such as non-payment of rent). Under VAWA protection, the abuser may be removed from the voucher while allowing the rest of the household to remain.

The lease may be terminated by the PHA at any time by giving written notice for violation of material terms of the lease, such as, but not limited to, the following:

- Failure to comply with the resident's current Stipulated Agreement
- Nonpayment of rent or other charges due under the lease;
- Chronic late payment of rent (late more than four times in a twelve-month period);
- Failure to pay reasonable charges within thirty (30) days that are caused by the resident(s) or guest(s) under the resident(s) control (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas (See *Chapter 9 – Leasing* {Resident Obligations});
- Failure to maintain all utilities not furnished by the PHA;
- Failure to respond or provide timely and accurate statements of income, assets, expenses and family composition at interim, or annual recertification;
- Non-compliance with non-citizen rule requirements;
- Failure to comply with community service requirements at the end of the twelve (12) month period;
- Failure to comply with PHA's housekeeping standards;

- Discovery of any inaccurate facts or omission of information that would have made the resident ineligible;
- Using the premises for purposes other than solely as a dwelling unit for the resident and household as identified in this Lease, or permitting its use for any other purposes;
- Providing accommodations for boarders or lodgers. The resident may not allow a visitor to stay overnight for more than thirty (30) cumulative days in a twelve (12) month period without consent of management. If the family has mitigating circumstances, a family can request, in writing, for a visitor to stay over thirty (30) days up to sixty (60) days once management has approved the request. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered to be living in the unit as an unauthorized household member. The PHA reserves the right to request written proof of domicile for any guest who is seen visiting the leased premises more than fourteen (14) days in a thirty (30) day period. Should resident fail to provide such written proof of domicile, or should the fact be sufficient to evidence such guest's domicile in the lease premises, the PHA reserves the right to terminate the lease.
- Not using the dwelling unit solely as a primary dwelling for the resident and the resident's household as identified on the *Data Collection Sheet addendum* to the lease.
- Assignment or subleasing of the premises.
- Using the dwelling unit to operate a business without prior written approval.
- Failure to abide by all PHA house rules, and/or other notices made for the benefit and well being of the housing development and the residents.
- Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Failure to comply with the PHA's Non Smoking Policy.
- Failure to abide by applicable building and housing codes materially affecting health and/or safety of others.
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner and/or non compliance with recycling protocol.
- Failure to dispose of pet waste or control pet(s) (i.e.; lack of leash, barking dog, loose cat etc.) in accordance with pet policy and agreement.
- Feeding or harboring stray or wild animals.
- Failure to use electrical, plumbing, heating, ventilating, air conditioning, and other equipment, including elevators, in a safe manner.
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- Failure to report an adult household member's criminal activity or convictions during an annual recertification.
- Criminal or other activity by an adult member of the household that threatens the health and safety of other public housing residents, guests, or other persons in the immediate vicinity of the premises.

- Criminal activity by an adult member of the household that threatens the health and safety of PHA staff.
- The resident may not knowingly allow any member of the resident's household, or a guest to engage in drug-related or violent criminal activity, in, on or near public housing premises (as defined in the lease), while the resident resides in public housing [the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance {as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)}]. When contraband or a controlled substance is seized on the above premises, incidental to a lawful search or conviction the landlord (the PHA) will bring an unlawful detainer against that resident
- *Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug. As Public Housing is a federal program, State laws that legalize medical marijuana directly conflict with federal law thus preempting state law. [2/10/2011 memorandum from Assistant Secretary Henriquez]
- Violating a condition of probation or parole imposed under federal or state law
- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or attempt to commit a crime that is a felony
- Committing acts of physical abuse or violence
- Over-Income
- Other good cause

C. Notification Requirements

The PHA's written *Notice of Lease Termination* will state the reason for the proposed termination, and date of termination. It will offer the resident all of the rights and protections afforded by the regulations and this policy (see *Chapter 13 - Complaints, Grievances and Appeals*).

Notices of lease termination shall be in writing and delivered by personal delivery or posted in a conspicuous place to resident and all adult member(s) of the household and sent by first class mail properly addressed to resident**.** The notice shall contain a statement describing the resident's right to meet with the Site Manager to determine whether a reasonable accommodation would eliminate the need for a lease termination. Notice shall also be given to resident that if they are evicted and/or lease is terminated for any reason they are no longer welcome on PHA property at any time for any reason, absent approval of the Regional Manager (e.g. visiting children, welfare checks on adult family members, etc).

TIMING OF THE NOTICE

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

- At least fourteen (14) days prior to termination in the case of failure to pay rent
- A three (3)-day notice may be served based on the seriousness of the offense and taking into consideration the health and safety of other residents or PHA employees.
- At least thirty (30) days prior to termination in all other cases.

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

DRUG RELATED CRIMINAL ACTIVITY

The PHA must immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any federal or state law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity that threatens other resident's right to peaceful enjoyment. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse. The PHA will consider alcohol abuse to be a *pattern* if there is more than one incident during the previous eighteen (18) months.

The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, or copy of a new lease for the person including the owner's telephone number and address/or other substantiating evidence.

D. Record Keeping

A written record of every termination and/or eviction shall be maintained by the PHA at the site office where the family was residing, in compliance with the PHA record retention policy, and shall contain the following information:

- Name of resident, number and identification of unit occupied
- Date of the *Notice of Lease Termination* and any other notices required by state or local law; these notices may be on the same form and will run concurrently
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than the *Criminal History Report*)

- Date and method of notifying the resident
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

If there is a balance owing, the written record is kept in the site office for a period of three (3) years prior to archiving. If there is a refund due, the written record is kept in the site office for a period of one (1) year prior to archiving.

E. Terminations due to Ineligible Immigration Status

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for thirty-six (36) months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided.

F. Terminations due to Over-Income [24 CFR 960.261; FR Notice 07/26/2018]

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's income has exceeded the most recent HUD-established Very Low Income (VLI) limit for the Sacramento HUD Metro Fair Market Rent Area multiplied by a factor of 2.4 (AMI) (or a different limitation established by the secretary) for two (2) consecutive years. Within six (6) months of the second year's income determination, a PHA must provide the family with the option to either have their tenancy terminate, or have their monthly rent increase to a value that is the higher of:

- The applicable fair market rent (FMR), as established by HUD or
- The total monthly subsidy for the unit, which includes operating subsidy and capital funds, as determined by regulations.

PHAs also have discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self Sufficiency (FSS) program ~~or currently receiving the earned income disallowance~~.

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, the PHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit. Additionally, if the family continues to be over-income for the next 12 consecutive months, the family will be subject to the PHA's over-income policies.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, and the family has not elected to be terminated from the unit, the PHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of total monthly subsidy for the unit. The household will no longer be a public housing participant.

The PHA will notify the family in writing of their new rent amount. The new rent amount will be effective thirty (30) days after the PHA's written notice to the family. The OI family will be required to execute a new NPHOI (Non Public Housing Over Income) lease within 60 days of notification.

If, at any time during the 24-month grace period, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHAs policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification.

The PHA will notify the family in writing that over-income policies no longer apply. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period. PHA will begin tracking over-income families once these policies have been adopted. The PHA may terminate tenancy for families whose income exceeds the limit for the program eligibility as described at 24 CFR 960.261.

Chapter 13: COMPLAINTS, GRIEVANCES, AND APPEALS
(24 CFR Subpart Part 966)

INTRODUCTION

It is the PHA's policy to ensure that all families have the benefit of all protections afforded to them under the law. Therefore, the PHA has established a grievance procedure which affords all residents the opportunity to be heard when a resident disputes, within a reasonable time period, any PHA action or failure to act involving the resident's lease with the PHA or PHA rules or regulations that adversely affect the individual resident's rights, duties, welfare, or status.

Grievances shall be handled in accordance with the PHA's approved grievance procedures and Subpart B of Part 966 of Title 24 Subtitle B Chapter IX of the Code of Federal Regulations (24 CFR Part 966) The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. In the event there are any conflicts between the written grievance procedures and 24 CFR Part 966, the requirements of 24 CFR Part 966 shall apply. Grievance procedures are not applicable to the following issues:

- Disputes with non-residents
- Disputes between residents not involving the PHA
- Disputes with a live-in aide
- Disputes not involving the PHA
- Disputes involving drugs, violence or felony conviction
- Class grievances

A. Complaints

It is the PHA's intent to process all complaints/issues in a timely manner. To accomplish this, the PHA has developed a process utilizing a *Tenant Management Communication Form (TMC)* through which all complaints are initiated. Residents may complete this form stating their issue(s) of concern and the form will be assigned to the appropriate department. The person filing the complaint is considered the complainant. The resident will receive a copy of this form for their records and a copy will be kept at the management office at all times as documentation of the resident's concern(s). The PHA requires that complaints that involve lease violations or disputes be put in writing so that a document trail is created. The PHA will consider anonymous complaints based on available resources.

Complaints regarding the condition of a unit or conditions of the grounds or common areas may be reported directly to the management office in person, by phone or in writing.

Complaints from families: If a family disagrees with an action or inaction of the PHA, complaints will be referred to the site staff . Complaints regarding repairs of the units must be reported to the management office in person, by phone, or in writing. When a complaint is submitted via phone, site staff will document the complaint in the resident's Chrono.

Complaints from staff: When a PHA staff member reports that a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Regional Manager.

Complaints from the general public: Complaints or referrals from persons in the community in regards to the PHA or a family will be referred to the appropriate staff for processing.

B. Informal Review Procedures for Applicants

PREFERENCE DENIALS

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason(s) for the denial and offered the opportunity for a meeting with PHA staff to discuss the reasons for the denial and to dispute the PHA's decision. The person who conducts the meeting will be an employee of the PHA who is at or above the level of Housing Program Technician, but not the employee who made the final decision.

APPLICANT DENIALS

Informal reviews are provided for applicants who are denied assistance. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to a formal hearing.

When the PHA determines that an applicant is ineligible for the program, the family will be notified of their ineligibility in writing. The notice will contain:

- The reason(s) they are ineligible;
- The procedure for requesting a review if the applicant does not agree with the decision;
- The time limit for requesting a review;
- The family's right to request that Informal Review be audio-recorded;
- The cost of transcribing the informal review is born by the requestor; and
- The family's right to request an interpreter, at the PHA's expense.

Before the PHA takes any adverse action based on a record of a criminal conviction(s), the PHA will provide the subject of the record, and the applicant a copy of the criminal record. A written request and picture I.D. will be required to ensure that the PHA maintains the security of the personal information of the subject of the criminal record. SHRA will not mail criminal records to any address, as this is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of the criminal record(s).

The PHA must provide applicants with the opportunity for an informal review of decisions when removing families from the waitlist.

Informal reviews are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family's unit size
- Determination that unit is not in compliance with required inspection standards
- Determination that unit is not in accordance with inspection standards due to family size or composition

PROCEDURE FOR REVIEW FOR APPLICANTS

Except where applicants can demonstrate good cause for delay, a written request for an informal review must be received by the PHA no later than fifteen (15) days (by the close of the business on the 15th day) from the date of the PHA's notification of denial. The informal review will be held within sixty (60) days from the date the request is received.

The informal review will not be conducted by the person who made or approved the decision under review.

The applicant will be given the option of presenting oral or written objections to the PHA's decision. The PHA will provide an interpreter to assist with the informal review upon request. The family must make the request to the PHA at least five (5) business days prior to the hearing. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense; however, the family must notify the PHA at least five business days prior to the hearing if the family plans to be represented by an attorney. If they do not notify the PHA at least five (5) business days before the hearing, then PHA will postpone the hearing.

The review may be conducted by mail and/or telephone if acceptable to both parties. A notice of the review findings will be provided in writing to the applicant within fifteen (15) days following the informal review. It will include the decision of the reviewer and a brief explanation of the reasons for the decision.

The informal review may be audio-recorded at the family's request. The cost of transcribing the informal review shall be paid by the party requesting the transcript.

All requests for an informal review, supporting documentation, and a copy of the final decision will be retained in the family's file.

C. Informal Settlement of Grievance for Residents

When a resident disputes a PHA action, this grievance shall be personally presented, either

orally or in writing, to the PHA or the site's management office within the time frame established by the notice or within thirty (30) days of the notice of action the resident wishes to dispute. If there is no response from the resident within this time frame, the resident shall be deemed to have waived his/her right to use the grievance procedure. As a first step, a *Tenant Management Communication* form (TMC) should be submitted if applicable, as this will alert the site manager to the complaint or issue and allow a time to be set in order to discuss the matter informally before moving on to a formal hearing. If the complaint is not discussed at the time the TMC form is submitted then *a* date and time will be set for an informal settlement conference within 30 working days from receipt of the request and the resident will be notified in writing of the date, time and location of the informal settlement conference.

When a resident is served a *14 Day Notice to Pay Rent or Surrender Premises* or a *30 Day Notice of Termination of Tenancy* (for good cause) and is requesting a hearing, the informal settlement of grievance will be conducted by the Regional Manager along with another PHA management staff who was not involved in the decision. These staff members will hear the matter being disputed and send a summary of discussion to the resident. The filing of a grievance does not act to extend the period within which the resident must pay the rent due.

SUMMARY OF DISCUSSION

A summary of the discussion shall be prepared within ten (10) days from the date of the informal settlement conference and one copy shall be given to the resident and one retained in the PHA's resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedure by which a formal hearing may be obtained if the complainant is not satisfied with the decision.

D. Formal Hearing Procedures for Residents

The PHA will provide participants with the opportunity for a formal hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment (HAP)
- Appropriate utility allowance used from schedule
- Family unit size determination under PHA occupancy standards
- Determination to terminate a family's FSS contract, withholding supportive services, or proposing forfeiture of the family's escrow account.
- Redetermination of the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the PHA's schedule of Utility Allowances
- Termination of assistance under a 14 Day Non-Payment Notice or 30 Day Notice
- Denial of a request for reasonable accommodation

When a resident is served a 14-Day Non-Payment Notice or a 30-Day Notice of Termination of Tenancy the resident is entitled to request a formal hearing after compliance with the informal settlement conference. The PHA will provide the opportunity for a formal hearing before termination of assistance except when the expedited formal hearing procedures are invoked due to the nature and seriousness of the reasons that form the basis of the lease termination.

Formal hearings are not required for established policies, procedures and determinations by the PHA such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination that an assisted unit is not in compliance with UPCS
- A PHA determination that the unit is not in accordance with inspection standards because of the family size.

REQUEST FOR A FORMAL HEARING

In order to request a formal hearing, the complainant must personally present a grievance orally or in writing to the resident's housing office within 10 (ten) business days from their receipt of the ~~*Notice of*~~ Summary of Discussion from the informal settlement of grievance meeting, if one was held. If the request for a formal hearing is received more than ten (10) business days after the resident receives the ~~Notice of~~ Summary of Discussion, they must provide good cause for the late submission (e.g. medical emergency). The written request shall specify:

1. The reasons for the grievance, and
2. The action or relief sought.

SELECTING THE HEARING OFFICER

All formal hearings will be conducted by an impartial person or persons appointed by the PHA. The hearing officer will not be the person who made or approved the PHA action under review.

The PHA will determine the most qualified hearing officer in accordance with 24 CFR section 966.53(e), and will consult with the resident organizations before PHA appointment of a hearing officer or panel.

CONDUCT OF FORMAL HEARING

The hearing officer is an impartial person(s) selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual(s) do not need legal training. The hearing officer will accept relevant information, evidence, and sworn testimony given under the penalty of perjury from both

the resident (or his or her representative) and the PHA. The hearing officer will use this evidence, information, and testimony to arrive at a decision to either grant the relief sought by the resident or to allow the termination of the lease or other proposed adverse action to proceed. A written result of the hearing will be issued within fourteen (14) calendar days. Formal hearings may, but are not required, to be electronically recorded.

NOTIFICATION OF HEARING

When the PHA receives a request for a formal hearing, a hearing shall be held within thirty (30) days from the receipt of the request for formal hearing. Family will receive a notice at least (ten) 10 business days before the hearing date which will be deemed delivered immediately to the Family one (1) day after the PHA deposits the notice in the U.S. mail or immediately upon transmission to the Family by email. The hearing notice will contain:

- The date and time of the hearing,
- The location where the hearing will be held,
- Information about the family's right to bring evidence, witnesses, legal or other representation at the family's expense. If the family brings legal representation, they must notify the PHA no later than five (5) business days prior to the scheduled hearing date. If the family does not provide such notice the PHA may postpone the hearing to secure counsel. Lack of notice to the PHA of the presence of counsel representing the family may cause the PHA to reschedule the hearing to allow the PHA's counsel to be present.), and
- The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. (Late requests for documents or evidence may result in postponement of the hearing. In this case, the resident and the PHA may agree to reschedule the hearing to a mutually agreed upon date and time. The family may review all documents relevant to the PHA's termination decision (with the exception of internal case notes or other internal PHA documents).

A notice will be sent to the family that the PHA is requesting a copy of any documents or evidence the family will use at the hearing and will identify where (and may identify to whom) the documents or evidence must be delivered. The PHA's request for any such documents or evidence must be received no later than five (5) business days before the hearing date to allow the PHA sufficient time to review the documents or other evidence.

The hearing officers require participants to conduct themselves in an orderly manner. Failure to comply with the direction of a hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.

The PHA's Formal Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule, only upon a showing of "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. If a family cannot appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within forty-eight (48) hours prior to the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Prior to any formal hearing, the family will be required to be sworn in under penalty of perjury.

Families have the right to:

- Present written or oral objections to the PHA's determination
- Examine the documents in the file that form the basis of the PHA's action, and all documents submitted to the hearing officer. The family may review all documents relevant to the PHA's termination decision (with the exception of internal case notes or other internal PHA documents).
- Copy any relevant documents at their expense
- Present any information or witnesses relevant to the issue of the hearing
- Request that PHA staff be available or present at the hearing to answer questions pertinent to the case
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a fee according to the *Schedule of Fees and Charges*. The family should request these documents at least five business days prior to the hearing to allow the PHA to gather and copy the requested documents. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this chapter, the PHA and the resident have a right to:

- Present evidence and any information relevant to the issue of the hearing
- Be notified if the family intends to be represented by legal counsel, advocate, attorney or another party no later than five (5) days prior to the hearing
- Examine and copy any documents to be used by the family prior to the hearing
- Have staff persons and other witnesses familiar with the case present

The formal hearing will be conducted by a hearing officer appointed by the PHA. The hearing officer will not be the PHA employee who made or approved the underlying decision or a subordinate of that person. In accordance with 24 CFR section 966.53(e), the hearing officer does not need legal training.

The hearing shall concern only the issue(s) for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented that have not been provided to the other party before the hearing. "Documents" includes records and regulations.

The hearing officer may ask the family for additional information and/or might adjourn the hearing early and order the parties to reconvene at a later date prior to reaching their decision in the case.

If the family misses a deadline ordered by the hearing officer without good cause, the action of the PHA will take effect and the family will not be granted another hearing on the matter at issue.

The hearing officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this ACOP based upon the evidence and testimony presented at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the PHA and the family within fourteen (14) days and shall include:

- A brief summary of the decision and reasons for the decision
- If the decision involves money owed to the PHA, the amount owed and documentation of the calculation of the debt
- Notice that the California Code of Civil Procedure section 1094.6 governs the time within which judicial review must be sought
- The date the decision will be effective
- If the PHA's decision is upheld by the hearing officer, a notice of termination of tenancy will be forwarded to the legal entity representing the agency instructing the representative to proceed with filing the unlawful detainer (eviction) action in court

Except as provided below, the decision of the hearing officer will be binding on the PHA. The PHA shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Executive Director determines, within a reasonable time and promptly notifies the resident of its determination.

The PHA is not bound by hearing decisions:

- Concerning matters in which the PHA is not required to provide an opportunity for a hearing
- That conflict with or contradict HUD regulations or requirements
- That conflict with or contradict federal, state or local law

- That exceed the authority of the person conducting the hearing

The PHA will send a letter to the participant if it determines the PHA is not bound by the hearing officer's determination within ten (10) days from the date this determination is made. The letter will include the PHA's reasons for the decision and will notify the resident that the matter will proceed to an unlawful detainer action (in which the resident retains all rights to defend against the action in court). All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file (except for hearings involving reasonable accommodations, which are kept in a separate file).

If the hearing officer's decision upholds the PHA's decision to evict the resident, the PHA will proceed with filing an unlawful detainer (eviction) action against the family.

E. Hearing and Appeal Provisions for "Restrictions on Assistance to Non-Citizens"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the United States Citizenship and Immigration Services (USCIS) appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending; however, assistance to an applicant may be delayed pending the PHA hearing.

DETERMINATION OF INELIGIBILITY

If a family member claims to be an eligible immigrant and the USCIS SAVE system and manual search do not verify this claim, the PHA will notify the applicant or resident within ten (10) days of their right to appeal to the USCIS within thirty (30) days or to request an formal hearing with the PHA either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed with denial or termination of assistance. The time period to request an appeal may be extended by the PHA for good cause.

The request for a hearing must be made to the PHA within fourteen (14) days of receipt of the notice offering the hearing or within thirty (30) days of receipt of that notice if an appeal was made to the USCIS.

After receipt of a request for a formal hearing, the hearing will be conducted as described in the "Formal Hearing" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible and there are no other eligible family members the PHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible member(s).

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member will be treated as ineligible. If all family members fail to provide such documentation or certification, the family will be denied or terminated based on this failure.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights as described above) are entitled to a hearing based on their right to a hearing regarding determinations of the their Total Tenant Payment (TTP).
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same manner provided for terminations based on allegations of any other type of fraud.

F. Exclusions from Grievance Procedure

The PHA shall exercise its right to exclude the most serious lease violations from the grievance procedures. This includes:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
- Any violent or drug-related criminal activity on or off such premises; or
- Any criminal activity that resulted in felony conviction of a household member

RESIDENT'S RIGHT TO JUDICIAL REVIEW

Nothing contained in the PHA's grievance procedure shall constitute a waiver of the resident's right to seek judicial review of a final decision issued by the hearing officer and upheld by the PHA.

For cases in which the PHA is not required to grant the resident a hearing under its administrative grievance procedure concerning a lease termination and the PHA has decided to exclude such grievance from its grievance procedure, the notice of lease termination will:

- State that the resident is not entitled to a grievance hearing on the termination;

- Specify the judicial eviction procedure to be used by the PHA for eviction of the resident; and

- State whether the eviction is based on criminal activity as described in 24 CFR §966.51(a)(2)(i)(A) or for drug-related criminal activity as described in 24 CFR §966.51(a)(2)(i)(B).

Chapter 14: FAMILY DEBTS TO THE PHA

INTRODUCTION

This chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines used for different types of debts. It is the PHA's policy to meet the informational needs of families and to communicate the program rules to families in order to prevent them from incurring debts to the PHA. Before a debt is assessed against a family, their file should contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation in a clear format for review by the family or other interested parties.

When families owe money to the PHA, the PHA will make every effort to collect the debt. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits / judgments
- Payment agreements
- Collection agencies
- Credit bureaus / entries
- Income tax off-set programs
- Referral to the state Department of Justice
- Referral to the Office of Inspector General

A. REPAYMENT Agreements for Families

A repayment agreement is one entered into between the PHA and the person who owes a debt to the PHA. It contains details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement. The PHA has the discretion to establish payment thresholds and policies for repayment agreements in addition to HUD required procedures.

GUIDELINES FOR REPAYMENT AGREEMENTS

The standard length of time the PHA will enter into a repayment agreement with a family is twelve (12) months unless otherwise specified and approved by the PHA.

The minimum monthly amount of monthly payments for any repayment agreement is fifty dollars ($50), subject to review by PHA management of a resident’s claim that this amount would constitute an undue financial burden. In such cases, PHA management may reduce the monthly payment amount.

It is at the discretion of the PHA to enter in a repayment agreement. There may be some circumstances in which the PHA will not enter into a repayment agreement, including, but not limited to:

- If the family already has a repayment/payment agreement in place
- If the PHA determines that the family has committed program fraud

The monthly payments may be decreased in cases of family hardship, upon request by the family with management's approval and verification of the hardship. Also, monthly payments may be increased at the family's request or in the event the family's income increases. If the family refuses to enter into a Repayment Agreement or fails to make payments on an existing or new Repayment Agreement, the PHA may terminate the family's program participation utilizing HUD's required due process as required by regulation.

A payment will be considered late if the payment has not been received before 5:00 PM on the date the payment was due.

If the resident fails to make a payment of past due charges as agreed on the Repayment Agreement, the remaining amount ~~shall~~ may become immediately due and payable and an eviction complaint may be filed.

B. Debts Due: Fraud/Non-Reporting of Information [24 CFR section 792.103]

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, that results in payment of funds in violation of public housing program requirements.

FAMILY ERROR / LATE REPORTING

Families who owe money to the PHA due to their unintentional failure to report increases in income will be required to repay the debt owed in accordance with the guidelines in the payment schedule section of this chapter.

PROGRAM FRAUD

The PHA has a zero tolerance policy for program fraud. If a family commits intentional program fraud the PHA will initiate termination of tenancy proceedings immediately. The PHA will issue a *30 day Notice of Termination of Tenancy* as a first step in this process. Families who commit program fraud will be required to repay the amount in full within ten (10) days. If the full amount is paid within this time period the family will be able to vacate public housing without the PHA initiating an unlawful detainer (eviction) action against the family.

If a family owes a debt to the PHA as a result of the family's fraud or program abuse, the case will be referred to the Office of the Inspector General. When the amount owed exceeds $25,000, the PHA may demand full repayment of the debt and refer the case to the Office of the Inspector General (OIG) for investigation and possible prosecution. Where appropriate, the PHA will also refer the case for criminal prosecution.

C. Debt Owed to Public Housing Agencies and Terminations

The following information is collected about each member of the household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once participation in the housing program has ended, whether the resident voluntarily or involuntarily moves out of an assisted unit:

1. Amount of any balance owed the PHA or Section 8 landlord (up to $500,000) and explanation for balance owed (e.g. unpaid rent, retroactive rent [due to unreported income and/or change in family composition] or other charges such as damages, utility charges, etc.); and
2. Whether or not the resident has entered into a repayment agreement for the debt owed to the PHA; and
3. Whether the resident has defaulted on a repayment agreement; and
4. Whether the PHA has obtained a judgment against you; and
5. Whether the resident has filed for bankruptcy; and
6. The adverse reason(s) for the resident's end of participation or any negative status in public housing (e.g. abandonment of unit, fraud, lease violations, criminal activity, etc.) as of the end of the participation date.

As per HUD form 52675 (*Debts Owed to Public Housing Agencies and Terminations*) all information collected will be shared with other PHAs, collection agencies, and the State of California Tax Intercept Program.

D. Debt Collection

Within twenty-one (21) days of a resident moving out of a PHA unit, the Regional manager will mail out a *Final Disposition Letter* to the last known address of the resident. The letter will include*:*

- A break-down of any credits or charges owed to the PHA;
- The name of the person(s) the family may contact to dispute the charges;
- The debt collection methods the PHA may pursue, including notice of PHA's intent to send delinquent accounts to a debt collection agency, Interagency Intercept Collection Program (IICP), and the credit reporting bureaus if the family does not repay the debt to the PHA;
- Information regarding how the former resident may dispute the charges

If the family disagrees with the disposition of the security deposit(s) or statement of charges, the following procedure will apply:

- The family must submit a written request for review by PHA management;
- The request must be received by the management office within ten (10) days of the date on the Disposition Letter.

If the former resident does not remit payment within twenty-one (21) days of receiving the disposition letter the following actions will occur:

- The Regional manager will send a write-off request to the Portfolio Manager within ten (10) days after the twenty-one (21) day remittance period ends;
- The regional manager will enter the debt in the Electronic Income Verification (EIV) system within 10 days after the 21-day remittance period ends;
- The Portfolio Manager may forward the write off and supporting documents to the Director of Housing;
- The Director of Housing may approve the write-off
- The debt may be submitted to a debt collection agency
- The debt collection agency will send out a letter informing the former resident that the debt has been turned over for collection

If the former resident still fails to remit payment, these practices may follow:

- Account balances will be referred to the Interagency Intercept Collection Program (IICP)
- Negative information may be reported to credit reporting agencies
- The PHA may take appropriate legal action against the family based on the debt owed to the PHA.

E. Writing Off Debts

All debts will be referred for collection. Debts will be written off when:

- The debtor is deceased and has no recoverable assets;
- The debtor is confined to an institution indefinitely and has no recoverable assets.

F. Debt Collection Practices

All debts owed to the PHA will be collected in accordance with the Rosenthal Fair Debt Collection Practices Act (California Civil Code §§ 1788 et seq.).

G. Debt Transfer

If a resident transfers to another dwelling unit operated by the PHA, the current lease shall terminate and a new lease shall be executed for the new dwelling unit. Any debt incurred by the resident of the previous dwelling unit will transfer to the lease of the new dwelling unit.

Chapter 15: COMMUNITY SERVICE AND SELF-SUFFICIENCY

INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents contribute eight (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes or other activities to help them achieve self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

A. Program Requirements

Community service and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute eight (8) hours per month of community service, or participate in an economic self-sufficiency program for eight (8) hours per month (see 24 CFR section 960.603(a)). The requirements can also be met by performing a combination of 8 hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency activity may be completed at eight (8) hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as ninety six (96) hours is completed by each annual certification.

The performance of eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two (2).

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

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys and Girls clubs, 4-H program, PAL, garden center, community clean-up programs, beautification programs, other youth or senior organizations;
- Help neighborhood groups with special projects;
- Work through resident organization to help other residents with problems, serve as an officer on a resident committee, or serve on the Resident Advisory Board (RAB);
- Care for the children of other residents so those residents may volunteer.

NOTE: Political activity is excluded.

Self-Sufficiency Activities are activities that include, but are not limited to:

- Job readiness or job-training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocational school

Family obligations:

At lease execution and at each annual and interim recertification, all adult members of a public housing resident family must sign the *Community Services Exemption Checklist* certifying that they have received and read this policy:

- Non-exempt family members must present a completed certification form (provided by the PHA), signed by the party administering the qualifying activities, certifying that the qualifying activities were performed over the previous twelve (12) months. Failure to comply with the community service requirement will result in non-renewal of the family's lease.

B. PHA Responsibilities

Whenever possible, the PHA will provide contact information for agencies that may have opportunities for residents to fulfill their community service obligations.

The PHA will provide families with a *Community Services Exemption Checklist* and recording/certification forms (non-exempt families only) and a copy of this policy at lease execution.

The PHA will make the final determination as to whether a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure (see Chapter 13 – *Complaints, Grievances and Appeals*) if they disagree with the determination.

C. Exempt Adults

Public housing residents are exempt from community service activities or self-sufficiency work activities if they are:

- 62 years of age or older or will turn 62 prior to the next determination
- Blind or disabled as defined under 216 (i)(1) or 1614 of the Social Security Act (42 USC 416(i); 1382c, and who certifies that because of this disability he or she is unable to comply with the service requirement
- A primary caretaker of a blind or disabled person, even if the blind or disabled person is not a resident of public housing
- Working at least twenty (20) hours per week or engaged in work activities as defined in Section 407(d) of the Social Security Act
- Exempt from the work requirements for a state welfare program, including Welfare-to-Work
- A parent home schooling their child(ren)
- An active member of the Agency's Family Self Sufficiency Program.
- Receiving Temporary Assistance for Needy Families (TANF) assistance or Supplemental Nutrition Assistance Prorgram (SNAP) and have not been found to be in non-compliance (Note: Individual members of the family receiving benefits or services under TANF or SNAP are exempt, effective January 1, 2017, for the duration of their receipt of these benefits). This exemption is based on the requirements of TANF and SNAP that recipients of these programs engage in similar self-sufficiency activities.

D. Non-Compliance of Family Members

If the PHA determines that a family member is required to fulfill a service requirement, but the family member has failed to do so, the PHA will send the family a notice describing the noncompliance at least thirty (30) days prior to the end of the lease.

In the event of noncompliance, the lease will end unless:

- The family provides proof that the non-compliant resident is no longer in the unit or
- The non-compliant family member and the Head of Household sign an agreement with the PHA to make up the deficient hours over the next twelve-(12) month period. The agreement will stipulate the number of hours the family member is required to perform each month. Staff will monitor these agreements to ensure that the family member is complying with the agreement. Non-compliance with the make-up agreement will result in termination of tenancy at the end of the current 12-month lease. The PHA will issue a 30-day notice of termination based on violation of this agreement.

The resident may request a grievance hearing regarding the PHA's determination of non-compliance and may exercise any available judicial remedy to seek timely amendment of the PHA's non-renewal of the lease due to such determination.

Chapter 16: FAMILY SELF SUFFICIENCY PROGRAM

INTRODUCTION

The PHA participates in the Family Self-Sufficiency (FSS) Program offered by the Department of Housing and Urban Development (HUD). Through this program, the PHA assists participants in order to help them increase their earned income, thereby increasing their ability to become economically self-sufficient. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality assistance available to residents.

A. Family Self-Sufficiency Mission Statement

The PHA is dedicated to connecting assisted families in the Family Self-Sufficiency (FSS) Program with existing community services to help families achieve economic self-sufficiency.

B. Program Goal

The PHA's goal is to assist FSS Program Participants in any manner possible to enable families/individuals to become economically self-sufficient.

C. FSS Family Selection Procedures

It is the policy of the PHA to comply with all federal, state, and local nondiscrimination laws, the Americans with Disabilities Act (ADA), and the HUD regulations governing Fair Housing and Equal Opportunity. In addition, the PHA's FSS staff will, upon request, provide reasonable accommodations to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program. The PHA will not discriminate against any potential/current participant based on disability(ies). The PHA will make all reasonable accommodations in order to allow participant participation in the FSS Program. Should the PHA be unable to accommodate a participant due to undue financial or administrative burden, or because such an accommodation would constitute a fundamental alteration to the program, the resident will be referred to other agencies that may be better able to assist the resident.

Families will always be selected in a nondiscriminatory manner, without regard to race, color, religion, sex, family status, national origin, disability, sexual orientation, or gender identity, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

FSS applicants will be notified in writing of the reason(s) they were not selected for participation and will be informed they have the opportunity to appeal the decision.

Any person who previously participated in the FSS Program, and voluntarily self-terminated or did not complete the program may re-apply for the program after a one year waiting period. If an open slot is not available, the family will be placed on the waiting list.

Graduates of the FSS Program will be denied participation in the FSS Program a second time.

WAITING LIST

When necessary, the PHA will maintain a waiting list for the FSS Program, and will select applicants on a first come, first served basis. A limited number of FSS slots and funding is available and a waitlist helps to manage orderly admissions to the FSS program. Priority will be given to those applicants who are currently enrolled in an economic self-sufficiency program, in school, in a training program (resident trainees), or in TANF's Welfare to Work Program. The PHA will also give priority to families that have recently (less than one [1] year) moved into assisted housing.

FSS Program staff will determine when there is an opening and the funding available to add another family to the program. If so, the next applicant will be contacted so they may apply for the FSS program.

D. Outreach Efforts

Efforts will be targeted equally to minority and non-minority families to ensure that non-English speaking families receive information and have the opportunity to participate in the FSS program. Efforts will also be made to serve persons with disabilities including, but not limited to, persons with impaired vision or hearing.

Publication and outreach efforts for the FSS program may include, but are not limited to, distribution of FSS program flyers in mass mailing of program information to current SHRA PH residents and HCV clients and distribution of materials to all eligible participants may occur at the discretion of the Program Manager's of both PH and HCV and within the constraints of the SHRA budget. Interpreters for deaf individuals or those with hearing impairments will be used as needed and participants may contact staff via 711 (previously TTD/TDY) or email for information and assistance.

Outreach informational material about the FSS Program may include:

- Details about program history
- Available resources
- Requirements for eligibility
- Application procedures
- Participant responsibilities
- Program benefits
- FSS Staff names and contact information

E. Activities, Engagement and Supportive Services

FSS Program Coordinators shall, upon request, use all available resources to procure any information regarding assistance participants may need (particularly to complete a FSS goal) and provide such information to participants directly through personal, phone, fax, e-mail or mail contact. FSS Program Coordinators will maintain effective relationships with representatives from the local agency branches and any other relevant program that may provide assistance to participants in completing their program goals. Program coordinators may also offer the following resources and supportive services, as they become available:

- Quarterly support group meetings
- Notices about the availability of new services
- Job search materials and notices
- Resume creation and evaluation
- Homeownership opportunity information
- Financial Literacy Workshops
- Customized Workshops (ie. home ownership, employment development and preparation. etc.)

F. Identification of Support Needs

Methods used for identifying and delivering support services for applicants or participants shall be as follows:

Applicants:

All FSS Program applicants are given two opportunities for their needs to be noted and evaluated:

- Pre Enrollment Form:
  → This form allows applicants to address their interpretation of what they need in order to become self-sufficient and/or complete personal goals.
- Needs Assessment:
  → All interviewed FSS Program applicants will have a needs assessment completed during their initial FSS interview by a FSS Program Coordinator.

Participants

- All FSS Program participants are given regular opportunities to have their needs noted and evaluated at annual appointments and any interim appointments. Any new or continuing needs will be addressed at these appointments through verbal communication and review of the initial needs assessment.
- All participants will continue to receive referrals to supportive services on an ongoing basis. The PHA may make referrals for services, including, but not limited to: transportation, job training, job search, financial assistance, education and any

other service that FSS Program Coordinators may be able to procure on behalf of the participant.

G. Change of Head in Household

The FSS head of household is the head of household designated on the family's housing assistance for purposes of rent determination. The head of household is responsible for the requirements under the *Contract of Participation*, *Individual Training and Service Plan*, and other related documentation.

If a family wishes to transfer head of household status, this can only be done with the permission of the housing manager, and this status may only be transferred to an adult member of the household who is listed on the family's lease/rental agreement. This person must also agree to assume all of the responsibilities, conditions, and terms as the FSS head of household listed in the *Contract of Participation, Individual Training and Services Plan*, and other related documentation.

Upon approval from the Housing Manager, a written request must be submitted to the FSS program and will be attached to the *Contract of Participation* as an amendment. The request must contain the following:

- Name of new designated head of household
- Effective date of change
- Signature of new head of household
- Signature of initial head of household
- Signature of the FSS case manager
- The date signed

The new Head of Household will be required to develop his or her own Individual Training and Services Plan. The contract expiration date and baseline income and TTP figures will remain the same.

H. Completion of Contract

In order to successfully complete the FSS Contract of Participation and receive any money in the FSS Escrow Account, participants must meet the following criteria:

- The head of household has obtained suitable employment (see Employment Definitions below)
- All members of the household have been independent of welfare benefits for at least twelve (12) consecutive months prior to the completion date of the contract. Welfare is defined as income assistance from federal or state welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. It does *not* include food stamps, social security benefits, Medicaid, or similar benefits

- All activities listed on the Individual Training and Service Plan (ITSP) must be completed within the designated timeframes
- The household is in full compliance with the lease. Any monies owed for unpaid rent or damages to the assigned unit will be deducted from the escrow account balance.

Employment Definitions

Seek employment: the head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the ITSP as outlined in the Contract of Participation (COP).

Maintain employment: by the last effective day of the COP, the head of household will complete:

- All obligations outlined in the ITSP;
- Obtained suitable employment;
  OR
- Be employee and enrolled/participating in a part-time education or training program as agreed.

Suitable employment generally refers to a job that offers livable to the participant's recent employment and duties that fit their education level and work experience.

For self-employment: a trade or business activity as one that is regular, frequent and continuous and make ongoing efforts to further the interests of the business.

Accommodations for disabled individuals: Requests for reasonable accommodations must be submitted in writing and supported by a written statement from the individual's medical provider at least 120 days prior to program completion. The statement will include a recommendation from the medical provider as to a specific number of hours that the individual is able to work due to disability. Requests will be considered on a case-by-case basis.

Suitable employment is defined as follows:

A) Employment with an established, legitimate business (the participant is receiving a regular paycheck from which taxes and other required deductions are withheld).

B) Self-employment, which is verifiable through signed federal income tax returns.

C) Contracted or commission employment will be considered if it meets the income requirements, is verifiable, and is being declared for tax purposes.

Informal employment that does not meet the criteria listed above will not be considered (employment where income is not declared for tax purposes).

Employment must be in a lawful activity.

I. Program Termination

The following guidelines will be used regarding the above listed issues:

Reasons for Termination:

For Cause

- Any participant terminated for cause from the FSS Program will only be allowed to participate in the PHA's FSS Program at the PHA's discretion.

Failure to Maintain Contact

- All participants should contact their FSS Program Coordinator quarterly to provide the coordinator with an update on their progress in completing goals and meeting needs. Participants who consistently fail to maintain contact with their coordinators will be notified by mail. The notice will include a request for the participant to contact their coordinator immediately. Failure to do so could result in termination. If participants fail to promptly contact their program coordinators, the PHA will mail them a letter of termination with a right to appeal within fifteen (15) days. If participants fail to respond within fifteen (15) days, they will be terminated from the Program and will forfeit any escrow monies.

Failure to Show for Appointments

- Any participant who fails to appear for three scheduled appointments consecutively will be sent a letter of termination from the Program with a right to appeal within fifteen (15) days. If participants fail to respond within fifteen (15) days, they will be terminated from the Program and will forfeit any escrow monies..

Failure to Meet and Complete Goals

- Any participant who consistently fails to complete any of the goals listed within individual ITSP will have their contract reviewed at quarterly meetings for assessment of those goals. If participant consistently does not meet all goals on the ITSP after quarterly reviews, the participant may be terminated from the FSS Program (except those covered by a reasonable accommodation exception) and will forfeit any escrow funds.

All Reasons Outlined In Contract of Participation (COP)

- Termination of participation in the FSS Program may occur for any participant for reasons outlined and listed within the COP.

J. Withholding of Services

All participants must complete activities within dates listed in each ITSP and provide the PHA and HUD with information about their participation in the FSS Program in order to help evaluate the Program.

- All family members in the participating household must:

- Comply with the terms of lease;
- Become independent of cash assistance and remain so for at least twelve (12) consecutive months before contract expiration;
- Participant Head of Household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in ITSP.

Failure of participant to meet the obligations set forth above may result in withholding of supportive services to the participant and/or possible termination from FSS Program.

K. Grievance Procedures

All participants and applicants to the FSS Program will be provided information regarding their "Right to Review/Appeal," as outlined in this ACOP. Participants and applicants may file a grievance for any decision involving termination from FSS Program, denial of FSS participation, escrow monies forfeited, and withdrawal of FSS Program Application. All hearings on such issues will be conducted in accordance with this ACOP.

L. Assurance of Non-Interference

The PHA will not take adverse action against individuals or families who choose not to participate in, or are terminated from the FSS Program, including denial of admission or termination of assistance.

M. Escrow Accounts

All escrow accounts shall be handled in the manner deemed acceptable according to HUD rules and regulations as stated within the following documents:

- Contract of Participation
- FSS Escrow Credit Worksheet
- The PHA FSS Action Plan
- Any related new HUD Mandate

Interim Withdrawals

- The PHA will allow participants to make interim withdrawals of a portion up to 50% of the total amount deposited into the escrow account, plus any interest earned, less any monies owed to the PHA provided that the following terms are met:

  - Participants must complete the Escrow Withdrawal Request form.
  - Participants must provide a reason for withdrawal, which must be related to: Completion of Educational/Job Training related goal(s), such as a lack of money for tuition, books, manuals, equipment, etc.Participants must provide verification of the funding amount needed.

- Checks must be issued to both the participant and agency/business that will be accepting participant's payment for reasons set forth above.
- At the time of escrow withdrawal request, the participant must meet interim goals stated in ITSP within the stated time period.

The Escrow Account is established to encourage the family to complete the goals listed in their contract. This incentive is minimized with frequent withdrawals from the escrow account so interim escrow account distributions should be very limited and will be considered only when there are no other options available to meet the funding need.

Disbursement of Escrow Account Funds

- All participants who have successfully completed the FSS program are eligible to receive their escrow payment. The escrow payment will be the amount deposited into the account of participant's behalf, plus any interest, less any monies owed to the PHA, once verification has been obtained that no family member is receiving cash assistance.

Forfeited Escrow Monies

- All escrow monies forfeited due to *Contract of Participation* termination and/or fraud committed by the participant shall be placed back into the Public Housing Operating Subsidy account maintained by the PHA.

Escrow Account Reporting

- All participants who have any amount of monies deposited into an escrow account on their behalf shall receive a report of the amount, including any interest earned at least once per year. The PHA will retain accurate records for escrow accounts, including all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each participant.

N. Contract Extension Policy

Every COP is originally executed for five (5) years. Some participants may complete their program participation before the five (5)-year period ends. However, some participants may need more than five years to successfully complete the FSS Program. A COP may be extended for a period not exceeding two (2) years from original end date of the contract.

Reasons for contract extensions include:

- To allow a participant to meet the goal of being off cash assistance for twelve (12) months;
- A participant experiences an involuntary job loss;
- A participant, or a dependent, has experienced a serious illness or injury that delayed the participant's meeting and completing goals listed within the ITSP;
- A participant has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (e.g. the participant is in

college and needs to take more credits in order to graduate, but the earned credits are not transferable due to school policy).

A participant must be able to provide verification of at least one of the above situations in order to qualify for a contract extension.

O. FSS Reenrollment Policy and Procedures

The goal of the PHA is to make the FSS Program accessible and available for those participants who have not had the opportunity to enroll, and for those who are porting in from another jurisdiction and who need the assistance and resources upon their arrival to sustain self-economic growth. An FSS participant who had successfully completed the program with an escrow amount will not be eligible for reenrollment. Any person who participated previously in the FSS Program and self terminated or did not complete the program may re-apply for the program after a one year waiting period. If an open slot is not available, the family will be placed on the waiting list.

The PHA will allow the following circumstances for reenrollment:

- An FSS participant from another PHA porting into this PHA's jurisdiction, provided that the program has available openings;
- Any participant whose contract was terminated due to their COP expiring, where no goals were achieved, and no escrow was established, will be eligible for reenrollment after two years since the last COP expired;
- Any participant who was terminated from the FSS Program for program violations, but the PHA's decision was overturned at an informal settlement of grievance, will be eligible for reenrollment into the FSS Program;
- Any participant who had to terminate from the FSS Program due to hardship (defined but not limited to those listed in the contract extension policy), or if resources and services were not available at the time of their COP will be eligible for reenrollment provided that services are now available to meet the goals outlined in their ITSP.

Chapter 17: Violence Against Women Act & Domestic Violence

INTRODUCTION

The Violence Against Women Act (VAWA) adds a new housing provision that establishes several categories of protected individuals. Under the law, survivors of domestic violence, dating violence, stalking, and survivors of sexual assault are granted protections, and cannot be denied or terminated from housing or housing assistance due to activity that is directly related to domestic violence.

A. Purpose

The purpose of this policy is to reduce domestic violence, dating violence, sexual assault, stalking and to prevent homelessness by:

- protecting the safety of survivors;
- creating long-term housing solutions for survivors;
- building collaborations among service providers for survivors; and
- assisting the PHA to respond appropriately to the violence while maintaining a safe environment for the PHA, employees, applicants, Housing Choice Voucher (HCV) participants, public housing program participants and other parties.

This policy will assist the PHA in protecting the individual rights of its applicants, public housing residents, Housing Choice Voucher (HCV) participants and other program participants under VAWA.

This policy is incorporated into the PHA's "Admissions and Continued Occupancy Policy," the Housing Choice Voucher Administrative Plan, and all other PHA housing programs.

B. Definitions

The definitions in this section apply only to this Policy.

Actual or imminent threat: Physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual or imminent threat, the factors to 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.

Affiliated individual:A spouse, parent, brother, sister, child or a person to whom the resident stands in place of a parent or guardian, or any individual, resident, or lawful occupant living in the resident's household.

Confidentiality: The PHA will not enter information survivors provide to the PHA alleging domestic violence into a shared database or provide this information to any related entity.

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 survivor; and (b) where the existence of such relationship will be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

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

Perpetrator: A person who commits an act of domestic violence, dating domestic violence or stalking.

Safe unit: Refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

Spouse or Intimate Parter of the Victim: Includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

Sexual Abuse: To cause substantial emotional or physical harm to the person, an affiliated individual, or a spouse/intimate partner.

Sexual Assault: Any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Bona Fide Claim: A bona fide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions set forth in the definitions above.

C. Certification and Confidentiality

The person seeking VAWA protections shall provide complete and accurate certifications to a PHA owner or manager within fourteen (14) business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the fourteen (14) business days, a PHA owner or manager may take action to deny or terminate participation or tenancy. Mitigating circumstances would be considered in any case where the person seeking VAWA protection did not submit their documentation timely. Additional time may be granted on a case by case basis.

D. HUD Approved Certification

For each claimed incident of abuse, the person seeking protection may certify to the PHA, owner or manager, their status under VAWA by completing a HUD-approved certification (form HUD-5382). The person shall certify the date, time and description of the incidents, that the incidents are *bona fide* incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator, including but not limited to, the name and, if known, all aliases, date of birth, address, contact information such a postal, e-mail or internet address, telephone or facsimile number or other identification if it is safe to provide and is known to the individual seeking protection.

E. Other Certification

A person who is claiming protection under VAWA may provide to the PHA, an owner or manager: (a) documentation signed by the individual and an employee, agent or volunteer of a service provider, an attorney, record of administrative agency, mental health professional or a medical professional from whom the individual has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury his or her belief that the incident(s) in question are *bona fide* incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.

Additional information may be requested for clarification purposes.

F. Confidentiality

The PHA and the owner and managers shall keep all information provided to the PHA under this section confidential. The PHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- the individual seeking protection requests or consents to the disclosure in writing;

- the disclosure is required for eviction from public housing and/or termination of Housing Choice Voucher (HCV) assistance; or
- the disclosure is required by applicable law.

Unless given permission from the victim to do so, the PHA or owner must not leave messages that contain confidential information or refer to VAWA, the VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking (e.g., asking the victim to come to the PHA office to pick up the form HUD-5382) on the victim's voicemail system or with other individuals, including members of the victim's household.

If the victim gives the PHA or owner permission to contact them about the domestic violence, dating violence, sexual assault, or stalking via mail, voicemail system, electronic mail, or other method approved by the victim, best practice would be to ensure this permission is in writing. If it is not feasible for the victim to provide the permission in writing, the PHA or owner may make a note in the victim's file about which forms of communication with the victim have been approved by the victim. The written permission or other notation must be kept confidential.

When discussing these matters directly with the victim, PHAs and owners must take reasonable precautions to ensure that no one can overhear the conversation.

G. Appropriate Basis for Denial of Admission, Assistance, or Tenancy

The PHA will not deny participation in or admission to its programs on the basis of a person's abuse status if the person otherwise qualifies for admission to or participation in the programs.

An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault against a protected party does not constitute a serious or repeated violation of the lease by the survivor and shall not be good cause for denying the survivor admission to a program, terminating assistance or occupancy rights, or evicting a survivor.

Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the resident or an affiliated individual of the resident's family is the survivor of that domestic violence, dating violence, or stalking.

The PHA or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing, terminating assistance to or otherwise penalizing the survivor of the violence who is also a resident or lawful occupant. If bifurcation occurs and the removed resident or lawful occupant is

the sole resident eligible to receive assistance under the public housing program, the PHA will provide any remaining resident the opportunity to establish eligibility for the public housing program. If the remaining resident cannot establish eligibility, the PHA is required to provide the resident a reasonable time to find new housing or to establish eligibility under another covered housing program.

Nothing in the previous sections shall limit the authority of the PHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil or criminal protection orders issued to protect the individual against the perpetrator of the violence, or those court orders issued to address the distribution or possession of property among the household members when the family breaks up.

Nothing in the previous sections shall limit the PHA, an owner or manager's authority to evict or terminate assistance to any resident for any violation of lease that does not involve an act or acts of violence against the resident or a member of the resident's household. However PHA, owner or manager may not hold a survivor to a more demanding standard than other residents based on their status under VAWA.

Nothing in the previous sections shall limit the PHA, an owner, or manager's authority to evict or terminate assistance, or deny admission to a program if the PHA, owner or manager can show an actual and imminent threat to other residents, neighbors, guests, their employees, persons providing service to the property or others if the resident family is not evicted or terminated from assistance or denied admission.

Nothing in the previous sections shall limit the PHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

A public housing resident who moves out of an assisted dwelling unit to protect his or her health or safety and who: (a) is protected under VAWA pursuant to this Policy; (b) reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Public Housing resident will be placed on the PHA's transfer list. Once selected from the transfer list, the resident will be presented with transfer offers.

H. Actions Against a Perpetrator

The PHA may take action against a perpetrator of domestic violence; however, the survivor of the domestic violence is advised to take action to control or prevent the violence, sexual assault, dating violence, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a criminal and/or civil restraining order against the perpetrator, (b) bringing a claim for trespass against the perpetrator and enforcing any judgment granted by the court against the perpetrator, (c) notifying the PHA and law

enforcement that the perpetrator is trespassing on the property, (d) preventing the delivery of the perpetrator's mail to the his or her unit; and (e) other reasonable measures.

I. PHA Right to Terminate Housing and Housing Assistance Under this Policy

Nothing in this policy will restrict the PHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the PHA, owner or manager that such a claim is not credible. Nothing in this policy will restrict the PHA's right to terminate tenancy if the resident: (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the resident voluntarily allows a perpetrator who has been barred from PHA property to come onto PHA property, including but not limited to their unit or any other area under their control.

Nothing in this policy will restrict the PHA's right to terminate housing and housing assistance if a resident who claims VAWA protection as a defense to an eviction or termination action relating to domestic violence has engaged in fraud or program abuse, especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes, but is not limited to unreported income, unauthorized occupants, violations of the rule prohibiting boarders and lodgers, or damage to the property.

J. Statements of Responsibility of resident, the PHA to survivors, and to the Larger Community

A survivor of domestic or other violence still has the same duty under the lease to meet and comply with its terms as any other resident not making such a claim. Ultimately all residents must be able to take personal responsibility and exercise control over their households in order to continue their public housing assistance. The PHA will continue to issue lease violation notices to all residents who violate the lease, including those who claim a defense of domestic violence being perpetrated against them. The PHA recognizes the cycle of domestic violence and will work with survivors of domestic violence by partnering with other local support service providers. The local support service providers will work to help break the cycle of domestic violence through counseling and the development of a Safety Plan.

A resident who claims as a defense to a lease violation that the violation is directly related to domestic violence will be referred to a domestic violence advocacy program.

A resident must take personal responsibility for exercising control over their household by accepting assistance and complying with the Safety Plan.

The PHA will not charge resident survivors of domestic violence for changing their locks to prevent entry by the perpetrator. Once the locks have been changed, the resident shall

not provide a copy of the key to the perpetrator or any other individual who is not a household member or live-in aide.

K. Notice to Applicants, Participants and Residents

The PHA shall provide notice to applicants, participants, residents, and managers of their rights and obligations under VAWA, including the right to confidentiality when a person is denied assistance, when a person is admitted, and when a resident is notified of eviction or termination of housing benefits and within the twelve (12)-month period following December 16, 2016 either during the annual recertification process or lease renewal process, whichever is applicable. Residents will also be provided with HUD form-5382 and the Notice of Occupancy Rights under VAWA.

L. Reporting Requirements

The PHA shall include a statement of goals, objectives, policies or programs that will serve the needs of survivors of domestic violence in its 5-year plan. The PHA will also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to assist survivors with obtaining or maintaining housing, or to prevent the abuse and enhance the safety of survivors.

M. Conflict and Scope

This Policy does not expand the PHA's duty under any federal, state, or local law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another PHA policy, such as its Housing Choice Voucher Administrative Plan, or the Public Housing Admissions and Continued Occupancy Policy, this Policy will control.

N. Transfers

The PHA provides that families may move in violation of the lease if they have:

- Complied with all other obligations of the public housing program;
- Moved out of the assisted dwelling unit in order to protect the health or safety of a household member who is or has been a survivor of domestic violence, dating violence, stalking, or sexual assault; and
- Reasonably believes they were imminently threatened by harm from further violence if they remain in the current assisted unit.

If the circumstances described above exist, the PHA may allow a family to move under involuntary transfer procedures if the only basis for the denial is that the family is violating the lease agreement. The PHA may request that the family provide the HUD-approved certification form (form HUD-5382), or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

Any family that requests to transfer will be provided with a copy of the PHA's Emergency Transfer Plan (HUD Form 5381.) This plan will provide information to family's looking to transfer due to a VAWA-related incident, as well as providing additional VAWA resources to the family. These transfers will be categorized as emergency transfers, and will be treated at the highest level of priority. VAWA transfers will be in the same category as other displacement related transfers.

Families will be placed on a transfer list, and will be provided with Public Housing options in both the City and County of Sacramento. Eligibility will need to be redetermined if moving between the City and County of Sacramento.

O. Domestic Violence

The PHA will provide referrals to residents who are survivors of domestic violence. Referral Agencies are listed on the Notice of Occupancy Rights that are provided to each family at intake, at their first annual recertification after December 2016, and with any proposed adverse action. If other housing resources are known, those resources will be shared.

Chapter 18: Public Housing Non-Smoking Facility Policy

INTRODUCTION
The PHA does not allow smoking in residential units or internal common areas within its Public and Affordable Housing properties. This policy is consistent with the U.S. Department of Housing and Urban Development (HUD) regulations, which allows PHAs to establish smoke-free policies. Additionally, this policy complies with the requirements set-forth in the Americans with Disabilities Act (ADA) and California Labor Code section 6404.5.

1. Definition The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, electronic nicotine device, or other tobacco product or similar lighted product (marijuana, herb, or any combustible substance) in any manner or form.

2. The PHA of the City/County of Sacramento is not a guarantor of a smoke-free environment: The PHA will take reasonable steps to enforce the Non-Smoking Facility Policy; if there is sufficient evidence of the policy violation. The PHA may not be able to take additional steps in response to smoking unless management or other employees have actual knowledge of the smoking and the identity of the responsible resident.

3. The PHA of the City/County of Sacramento disclaimer: The PHA denies any implied or express warranties that its properties will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise that it properties will be free from secondhand smoke. Residents acknowledge that the PHA's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by residents and their guests.

4. Lease violation: Residents are responsible for the actions of their household, their guests, and their visitors. Failure to comply with any of the conditions of the Non-Smoking Facility Policy constitutes a lease violation, which will result in a warning letter, with further violations leading to eviction. In addition, the resident(s) will be responsible for all costs incurred to remove smoke odor or residue due to any violation of this Addendum (e.g. flooring, walls, ceilings, cabinets, etc.).

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within 25 feet of building(s) including entry way, porches, balconies, windows, and patios. This policy applies to all staff, residents, guests, visitors and contractors.

5. Smoking cessation – Information on smoking cessation resources and programs is available on the American Lung Association web page at: www.lungusa2.org/cessation2

Please note while possession of marijuana is no longer a crime under California law, it's possession is still illegal under Federal law. When a state law is in conflict with a Federal law, the Federal law prevails. Thus, under Federal law possession of marijuana for medical or non-medical purposes constitutes a crime and is prohibited in Public Housing (see Chapter 22 - *Marijuana Policy).*

Chapter 19: PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The PHA is committed to assuring that the proper level of benefits is paid to all residents, and that housing resources are used to assist only income-eligible families so that program integrity is maintained. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and resident fraud. It also describes the actions that will be taken in the case of errors and omissions (either intentional or unintentional).

A. Criteria for Investigation of Suspected Abuse and Fraud

The PHA will not undertake an inquiry or an audit of a resident family arbitrarily. The PHA's expectation is that resident families will comply with HUD requirements, provisions of the lease, and other program rules in order to continue to receive the benefit of housing assistance. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, the community, and eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a resident family only in the event of one or more of the following circumstances:

- **REFERRALS, COMPLAINTS, OR TIPS:** The PHA will follow up on referrals from other agencies, companies or persons that it receives by mail, by telephone or in person alleging that a resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made provided that the referral contains at least one item of information that is independently verifiable. A copy of the allegation and supporting evidence will be retained in the resident's file.

- **INTERNAL FILE REVIEW:** A follow-up will be made if PHA staff discovers (as a function of a [re]certification, an interim re-determination, or a quality control review), information or facts that conflict with previous file data, the PHA's knowledge of the family, or contradicts statements made by the family.

- **VERIFICATION OR DOCUMENTATION:** A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the resident file (such as public record information, credit bureau reports, court documents, or reports from other agencies).

B. Steps the PHA will take to Prevent Program Abuse and Fraud

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in management by emphasizing education as the primary means to achieve compliance by resident families.

ENTERPRISE INCOME VERIFICATION (EIV)/RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT (RHIIP) BROCHURE: This program integrity bulletin (created by HUD's Office of Inspector General) will be furnished and explained to all applicants to ensure understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

PROGRAM ORIENTATION SESSION: Mandatory orientation sessions will be conducted by the Regional manager for all prospective residents either prior to or upon execution of the lease where all rules and pertinent regulations will be explained.

RESIDENT COUNSELING: The PHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements. Information will be provided explaining the actions a family must take to avoid committing fraud.

REVIEW AND EXPLANATION OF FORMS: Staff will explain all required forms and review the contents of all (re)certification documents prior to signature and explain the penalties for abuse.

USE OF INSTRUCTIVE SIGNS AND WARNINGS: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

RESIDENT CERTIFICATION: All family representatives will be required to sign a "Resident Certification" form, as contained in HUD's Tenant Integrity Program Manual.

C. Steps The PHA will take to Detect Program Abuse and Fraud

The PHA staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

QUALITY CONTROL FILE REVIEWS: Prior to initial certification, and at the completion of all subsequent recertifications, each resident file will be reviewed by PHA staff. These reviews will include, but are not limited to:

- Use of *EIV Existing Tenant Report*
- Utilize EIV Income Report, Identity Verification Report and Multiple Subsidy Report within 90 days of move in

- Verify that all income information has been submitted in accordance with the guidelines
- All allowable deductions are documented
- Adjusted income is calculated correctly
- All forms are correctly completed, dated and signed
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents
- Ratio between reported income and expenses
- Review Enterprise Income Verification (EIV) report, by authorized staff, at all certifications
- Review of signatures for consistency with previously signed file documents
- Fully utilize EIV system by running monthly HUD required reports that include:
  - Multiple Subsidy reports
  - Deceased Resident
  - New Hires
  - Income Discrepancy
  - Debts Owed to PHA
  - Immigration Report

OBSERVATION: The PHA Management and Occupancy Staff (including maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. This will also include staff observations during inspections and facilitating work requests. The PHA will provide continuous training to staff regarding program rules and regulations.

PUBLIC RECORD BULLETINS: May be reviewed by management and staff.

CREDIT BUREAU AND FBI INQUIRIES: Credit Bureau and FBI inquiries may be made (with proper authorization by the resident) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the PHA wherein unreported income sources are disclosed
- When a resident's expenditures exceed his/her reported income, and no plausible explanation is given
- When requests are made to add another adult to the household composition.

D. The PHA's Handling of Allegations of Possible Abuse and Fraud

The PHA staff will encourage all resident families to report suspected abuse to the site manager**.** All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the resident's file. All allegations, complaints and tips will be carefully evaluated in order to determine whether they warrant follow-up. PHA Management will not follow up on allegations that are vague or otherwise non-specific. The PHA will only review allegations that contain one or more independently verifiable facts. Staff will initiate follow up of any information contained in the EIV reports when this information conflicts with resident-reported information.

FILE REVIEW: An internal file review will be conducted to determine:

- Whether the subject of the allegation is a resident of the PHA and, if so, to determine whether or not the family has previously disclosed the information reported

- It will then be determined whether the PHA is the most appropriate agency (more so than police or social services) to conduct a follow-up investigation. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

CONCLUSION OF PRELIMINARY REVIEW: If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation that conflict with file data and the fact(s) are independently verifiable, PHA management will initiate an investigation to determine whether the allegation is most likely true or false.

E. How the PHA will Investigate Allegations of Abuse and Fraud

If the PHA determines that an allegation of fraud warrants follow-up, a staff member designated by PHA Management to monitor program compliance, will conduct an investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

CREDIT BUREAU AND BANK ACCOUNT INQUIRIES: In cases involving previously unreported income sources, a CBI or bank account inquiry may be made to determine whether there is financial activity that conflicts with the reported income of the family.

VERIFICATION OF CREDIT: In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

EMPLOYERS AND EX-EMPLOYERS: Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Neighbors/Witnesses: Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

OTHER AGENCIES: Investigators, child support services, caseworkers or representatives of other benefit agencies may be contacted.

PUBLIC RECORDS: If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records that may be reviewed are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.

INTERVIEWS WITH HEAD OF HOUSEHOLD OR FAMILY MEMBERS: The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. The PHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism.

F. Placement of Documents, Evidence and Statements Obtained by the PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the resident's file, or in a separate "work file." In either case, the resident file or work file shall be kept in a locked file cabinet.

G. Conclusion of the PHA's Investigative Review

At the conclusion of the investigative review, the reviewer will report the findings to Management. It will then be determined whether a violation has occurred, a violation has not occurred, or that the facts are inconclusive.

H. Evaluation of the Findings

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type of violation. (procedural, non-compliance, fraud, etc.)
- Whether the violation was repetitive
- The amount of money (if any) owed by the resident
- Whether the family is eligible for continued occupancy

I. Action Procedures for Violations Which Have Been Documented

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

PROCEDURAL NON-COMPLIANCE

This category applies when the resident "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment
- Failure to return verification by a deadline specified by the PHA

Warning Notice to the Family: In such cases a notice will be sent to the family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation that was violated
- The date by which the violation must be corrected, or the procedure complied with by the deadline set by the PHA
- The action that will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA
- The consequences of repeated (similar) violations

PROCEDURAL NON-COMPLIANCE - RETROACTIVE RENT

When a resident owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s)
- The amount owed to the PHA
- A 10-day response period to initiate a payment agreement or to request a hearing
- The right to disagree and to request an informal settlement of grievance with instructions for the request of such hearing

RESIDENT FAILS TO COMPLY WITH PHA'S NOTICE: If the resident fails to comply with the PHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

RESIDENT COMPLIES WITH PHA'S NOTICE:

When a resident complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision that was violated.

INTENTIONAL MISREPRESENTATIONS

When a resident falsifies, misstates, omits or otherwise misrepresents a material fact that results (or would have resulted) in an underpayment of rent by the resident, the PHA will evaluate whether the resident knowingly and willfully violated the lease provision, rule, regulation, or law at issue.

KNOWLEDGE THAT THE ACTION OR INACTION WAS WRONG: This will be evaluated by determining whether the resident was made aware of program requirements and prohibitions. The resident's signature on various documents and certifications, briefing certificate, data collection sheet and *Lease Agreement* are adequate to establish knowledge of wrongdoing.

THE RESIDENT WILLFULLY VIOLATED THE LAW: Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the resident of the misrepresentation.
- The act or omission was done more than once
- A false name or Social Security Number was used
- There were admissions by the resident to others of the illegal action or omission of material fact or program violation
- The resident omitted material facts that were known to them (e.g., employment of self or other household member).
- The resident falsified, forged or altered documents.

The resident made statements and certified them at a rent re-determination that were later independently verified to be false

RESOLUTION OF SERIOUS VIOLATIONS AND MISREPRESENTATIONS

When the PHA has established that material misrepresentation(s) have occurred, a resident discussion will be scheduled with the head of the household and PHA management staff.

This meeting will take place prior to any proposed action by the PHA. The purpose of the meeting is to review the information and evidence obtained by the PHA with the resident(s), and to provide the resident(s) an opportunity to explain any documented findings that conflict with representations made by the family. The resident will be given 10 days to furnish evidence to explain the PHA's findings.
A secondary purpose of this meeting is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

- The duration of the violation and number of false statements or omissions made by the resident or the family
- The resident's ability to understand the rules
- The resident's willingness to cooperate, and to accept responsibility for his/her actions

- The amount of money involved
- The resident's past history
- Whether the PHA finds that the resident intentionally misrepresented information or intentionally omitted information (the PHA will use a "reasonable person" standard to establish intent [i.e. a reasonable person knew or should have known that they were misrepresenting or omitting information to the PHA).

Misrepresentation of household composition or income may result in lease termination or the issuance of a warning letter based on the lease violation, along with a demand for payment of monies due to the PHA

DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS

In all cases of misrepresentations involving efforts to recover monies owed by residents, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

CRIMINAL PROSECUTION

If the PHA has established intent, and the case meets the criteria for prosecution, the PHA may:

- Terminate tenancy
- Refer the case to the law enforcement, notify HUD's RIGI, and terminate rental assistance.

ADMINISTRATIVE REMEDIES

The PHA may:

- Terminate tenancy and demand payment of restitution in full.
- Terminate tenancy and pursue restitution through civil litigation.
- Permit continued occupancy at the correct rent and execute a repayment agreement in accordance with the PHA's repayment policy.

J. Code of Conduct

Conflicts of Interest

1. No employee, officer or agent of the PHA shall participate in selection, or in the award or administration of a contract supported by U.S. Federal funds if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, officer, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

2. An employee, officer, or agent of the PHA shall ensure that they are not involved in any potential violation of this provision.

Gifts

1. The PHA officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Depending on the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

2. An employee, officer or agent of the PHA shall be careful to ensure that they are not involved in any potential violation of this provision.

Administration

1. Any employee, officer or agent of the PHA should report violations of this Code of Conduct to his/her supervisor, or to the Human Resource Department.

2. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. There will also be no retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

3. All supervisors have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting their Portfolio Manager or the Human Resource Department if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal complaint has been made.

Discipline

1. Any employee, officer or agent of the PHA determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

Dissemination

1. Any employee, officer or agent of the PHA shall be informed of this Code of Conduct when this Code is adopted, and/or when s/he is initially retained by the PHA and on an annual basis thereafter.

Chapter 20: REASONABLE ACCOMMODATION POLICY AND PROCEDURES

A. Fair Housing Policy

It is the policy of the PHA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.

The PHA will not deny any family or individual the opportunity to apply for or receive assistance under the public housing program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, genetic information, sexual orientation or gender identity.

To affirmatively further fair housing, the PHA has a commitment to full compliance with applicable civil rights laws. The PHA will provide federal/state/local information to public housing residents or applicants regarding discrimination and any recourse available to them if they believe they are survivors of discrimination based on their membership in a protected class (e.g. race or national origin). Such information will be made available during the family briefing session and placed in their briefing packet. It will include information for applicants on how to file a fair housing complaint, including the provision and the toll-free number for the Fair Housing Complaint Hotline, 1-800-669-9777 and the Federal Information Relay Service at 1-800-887-8339.

Except as otherwise provided in 24 CFR section 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities will be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the PHA's offices in such a manner as to be easily readable from a wheelchair.

Public Housing Management offices are accessible to persons with disabilities. Accessibility for the individuals with hearing impairments is provided via 711, a free relay service.

Circumstances may require that a family be approved for a larger unit than the occupancy standards permit when persons cannot share a bedroom due to a disabled family member’s need for medical equipment because of the equipment’s size and/or function. This must be approved through the reasonable accommodation process. A physical inspection of the unit will be conducted prior to approval of this exception.

B. Reasonable Accommodations Policy

This policy is applicable to all situations described in this ACOP, including, but not limited to:

- When a family initiates contact with the PHA;
- When the PHA initiates contact with a family, including when a family applies, during residency; and
- When the PHA schedules or reschedules appointments.

An applicant or a participant with a disability must first request a reasonable accommodation based on a disability or disabilities before the PHA will deviate from standard practice. Most requests for reasonable accommodations will be reviewed by the Reasonable Accommodation Committee (RAC).

The PHA's policies and practices are intended to afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit or to reach the same level of achievement, as individuals without disabilities and is applicable to all situations described in this Admissions and Continued Occupancy Policy. To request a reasonable accommodation due to a disability, an applicant or participant must qualify as an individual with a disability under the following definition of disability (from the California Fair Employment and Housing Act, codified at California Government Code §§ 12900-12966)(from the California Fair Employment and Housing Act, codified at California Government Code §§ 12900-12966):

- Have a physical or mental impairment that limits one or more of the major life activities (e.g. working, learning, eating, moving, etc.) of an individual
- Have a record of such impairment; or
- Be regarded as having such impairment. The PHA will fully comply with the obligations found in HUD Notices PIH 2010-26 (HA) and PIH 2006-13 (HA) [Non-Discrimination and Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988].

The term “individual with disabilities" is referenced in 24 CFR §9.103. The term “disabled person” is defined in the Glossary to this ACOP.

Methods Used to Certify a Person with a Disability and the Need for a Reasonable Accommodation

The PHA staff will work with the individual to determine the least intrusive or restrictive means for certifying a disability.

To verify that an applicant or resident is a person with a disability, PHA staff will first check to see whether the applicant is under the age sixty-two (62) and receives either Social

Security Disability Insurance (SSDI), Supplemental Security Income (SSI) based on disability, or other disability-based income.

Some applicants or residents may be persons with disabilities even though they do not have such income. In these cases, a verification form will be sent to a qualified professional having knowledge of the person's disability who can verify the person's status.

Once the individual's disabled status is established, a professional third-party, a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability to make an assessment, must provide written verification that the specific accommodation requested is due to the disability and the specific change is required for equal access to the housing program. Individuals with disabilities who request reasonable accommodations may submit requests either orally or in writing. They are not required to use a specific form in order to make such requests. Letters submitted by an applicant or resident from a qualified professional having knowledge of the person's disability are acceptable. Additionally, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite these requests.

In order to appropriately review some requests (such as when a family requests an additional bedroom for medical equipment) a home visit may need to be conducted by the PHA. The PHA will provide a written decision to the person requesting the accommodation within a reasonable period of time. When necessary, PHA may engage in an interactive process with the resident prior to issuing a decision on the request (e.g. where the connection between the disability and the requested accommodation is not clear). The PHA's RAC may also approve the request by committee decision when the request is clear and the need for the requested accommodation based on the resident's or applicant's disability is sufficiently demonstrated by the resident's or applicant's supporting documentation. When the request for accommodation is denied, the denial letter will indicate that the applicant or participant may contact staff to discuss alternative accommodations. Additionally, the applicant or participant may submit another request for a reasonable accommodation at any time. If a resident or applicant is denied the requested accommodation or feels that the alternative suggestions are inadequate, he or she may request an informal hearing to appeal the PHA's decision (please see Chapter 13 of the Admissions and Continued Occupancy Policy).

A reasonable accommodation will be made for persons with a disability who require an advocate. A designee will be allowed to provide information with the written permission of the person with the disability.

Reasonable accommodations will be made for persons requesting PHA mailings to be available in an accessible format.

Undue Hardship

An undue hardship (administrative burden) is one that would require a fundamental alteration of the essential functions of the PHA or would pose a severe financial hardship on the PHA.

In determining whether an accommodation would create an undue hardship, the following guidelines apply:

- The nature and cost of the accommodation needed
- The overall current financial resources of the facility or facilities
- The number of persons currently employed at such facility
- The number of families likely to currently need such accommodation
- The effect on expenses and resources; or
- The likely impact on the operation of the facility as a result of the proposed accommodation.

The RAC will review the request to ensure that the request will meet the need identified by the individual with disabilities, and that the request does not create an undue financial or administrative burden on the PHA. The PHA may deny the request and/or present an alternative accommodation that would still meet the need of the person with disabilities.

C. Procedure for Processing Requests for Reasonable Accommodations for Individuals with Disabilities

This procedure establishes a framework for the receipt, processing, and final disposition of informal and formal participant reasonable accommodation requests. While individual requests may require special handling, these guidelines are followed whenever possible. Proper documentation and tracking for each step in the process is essential.

A brochure has been developed explaining the process for requesting a reasonable accommodation which is distributed to families at initial intake and at annual re-certifications.

Informal Reasonable Accommodation Requests

When a participant requests a reasonable accommodation that appears, on its face, to be reasonable with regard to the individual's visible disability, staff should handle the request informally. "Informally" means that the request can be granted with only supervisory review and approval, without first submitting it to the Reasonable Accommodation Committee (RAC) for review (RAC review will take place after the fact).

Informal reasonable accommodation requests may be granted expeditiously. Staff must still enter information into the appropriate fields of the Reasonable Accommodation

Tracking Log and notate the electronic resident file as to the request and the approval of the reasonable accommodation.

Annual approvals for informal requests for reasonable accommodations will not be required during subsequent re-certifications. However, the PHA retains the right to re-evaluate the need for the requested accommodation at any time. If re-evaluation is needed, management will then require third-party verification in order to verify the need for the requested accommodation.

Some examples of disabilities that may fit the informal approval procedure include, but are not limited to, the following:

- Requesting a front door ramp, wider doorways, grab bars, and reduced-height, or cut-out kitchen cabinetry. The resident's self-certification and management's observations are sufficient to informally grant the reasonable accommodation request when there is a nexus between the observed disability and the requested reasonable accommodation

- A visible disability or impairment which would require an accommodation wherein business will be conducted over the telephone, by home visits, or by other means not involving trips to the office

The processing of informal reasonable accommodation requests should be done promptly to reduce the time the participant must wait for the requested accommodation. When possible, staff should immediately begin the process of securing the requested reasonable accommodation.

Informal handling of reasonable accommodation requests should not be used as a "shortcut" to third-party verification. If the individual's disability is not visible, then the request should be put through the formal process.

The RAC will review each week's reasonable accommodation requests to determine whether informal reviews are being utilized appropriately and communicate any adjustments to staff that may be necessary for efficient and proper handling of these requests.

Formal Reasonable Accommodation Requests

Formal processing of reasonable accommodation requests are required when:

- the disability and/or the need for a specific accommodation is not visible; or
- it is not clear how the requested accommodation is related to the disability, or
- the reasonable accommodation is unreasonable, cost prohibitive, or approval at the informal level is uncertain.

In these cases, a Formal Reasonable Accommodation request must be submitted for review by the RAC.

Step 1: Participant Request for Reasonable Accommodation Due to Disability

Upon a resident's request for a reasonable accommodation based on his or her disability, staff should immediately recommend that the participant complete the first two pages of the *Authorization For Use Or Disclosure of Health Information* form. This form will provide the information needed to identify the resident, specify the requested accommodation, and authorize the individual's health care provider or other qualified professional to release information needed to properly verify the resident's disability and need for the accommodation he or she is requesting.

The form must be returned to the office so that PHA staff can fax the form to the health care professional(s). This will help to maintain the integrity of the third-party verification process that is central to the formal reasonable accommodation process. However, if the individual requesting the reasonable accommodation can provide the PHA with a current letter from a qualified professional (e.g. physician or nurse practitioner) that contains all the relevant information for the PHA to consider the requested accommodation, the letter may be accepted in place of the PHA's standard form.

Step 2: Staff Action on the Request

Once the completed forms are received, staff will review the form for completeness and work with the resident to clarify the request as needed. Staff will ensure that all appropriate information is provided and will then sign and date the bottom of the form (designated for office use only). The resident will be provided with a copy of the form, if requested.

Staff shall send via fax all four pages of the *Authorization For Use Or Disclosure of Health Information* form to the health care professional identified by the resident. PHA staff should advise the participant to contact the health care professional to encourage their participation and cooperation in the timely processing of their reasonable accommodation request.

Staff will document in the electronic resident file maintained in Yardi (the PHA's data and case management system) the date request received, the accommodation requested, and the date the form was faxed to the health care professional.

Staff will send the Accommodation Request Packet (ARP) to the Reasonable Accommodation Receiver (RAR) via inter-office mail no later than the end of the next business day after faxing. The ARP consists of the first 2 pages of the *Authorization For Use Or Disclosure of Health Information* form that are sent to the health care professional, along with the fax confirmation sheet, if it is available.

The ARP consists of the first 2 pages of the Authorization For Use Or Disclosure of Health Information form that are sent to the health care professional, along with the fax confirmation sheet, if it is available.

Step 3: Front-End Processing Responsibility

The RAR will receive Application Packets from staff, compile the completed *Authorization For Use Or Disclosure of Health Information* form(s) from healthcare professional(s), and respond to status questions from residents or process questions from health care professionals.

The RAR will be responsible for the centralized tracking and filing up until consideration of the RAC.

Step 4: Role of the RAC

The RAC reviews all completed reasonable accommodation requests weekly. The members are*:*

1.
2. One Program Manager from the Housing Choice Voucher program;
3. One Regional Manager from the Conventional Housing program;
4. One Regional Manager or management level staff; and
5. One Supervisor or above from PHA Applications (HCV or public housing).

At least three (3) members are necessary to make a decision. A Director may sit in for any of the members described above.

RAC members shall meet to review and evaluate the requested accommodations in light of the provider's verification of disability-related need(s) and recommendations as to the needs of the individual who requested the reasonable accommodation(s).

If the information submitted by the healthcare provider is incomplete, the RAC may follow up to request additional information or clarification.

The RAC shall also review the Informal Requests for Reasonable Accommodations and maintain documentation of these decisions.

The RAC shall determine whether the reasonable accommodation request is:

- Granted; or
- Denied
- Voided

The RAC may also work interactively, as necessary, with the resident or family to obtain additional information or to look at other alternatives to the requested accommodation prior to issuing a decision.

Step 5: Participant Communication and the Interactive Process

In the event that the healthcare provider specified in the ARP does not respond to the PHA for thirty (30) calendar days, a void letter will be issued stating that no response has been received from the specified provider. The void letter shall specify that any additional information will be considered.

In those cases where an evaluation of the healthcare provider's recommendation indicates an alternate accommodation may be similarly effective, and based on the RAC's recommendation, the Reasonable Accommodation Receiver or designated staff may engage in additional discussions with the resident to find a solution to meet his or her needs. This negotiation attempts to reach an agreement between the original request and an alternate accommodation that would effectively address the disability-related need as stated by the healthcare provider.

If an alternate accommodation is agreed to, the Reasonable Accommodation Receiver (or designee) will inform the RAC at the next meeting and the alternative accommodation will be documented.

The interactive process may also be utilized when the RAC needs additional information or the requested accommodation is not clear. When the RAC has complete information from the healthcare provider(s), the RAC will make a decision either to approve or to deny the request and will communicate this decision in writing to the family.

When requests are made for an additional bedroom for medical equipment, a home visit may be scheduled to evaluate the size and quantity of the equipment to be accommodated. This has proven to be more efficient than asking the family to provide descriptions, including measurements, or photos.

Step 6: Completing the Reasonable Accommodation Process

When reviewing the information submitted, the RAC is looking for a nexus between the requested accommodation and the disability related need. The purpose of granting the accommodation is to either allow a person with disabilities access to the program or to allow a person with disabilities to obtain the same benefits of program participation as an individual without disabilities.

The completed and documented file shall be the responsibility of the RAR, who shall securely maintain the central files containing confidential reasonable accommodation processing paperwork separate from the participant files.

When the decision is made, the electronic file will be documented in YARDI (the PHA's data and case management system).

The RAC, or designee, will issue the final disposition of the reasonable accommodation request in writing to the participant. The disposition letter will provide the participant with:

- A brief rationale for the accommodation's approval, modification, or denial;
- Specific information regarding the resident's right to additional reconsideration if/when the resident submits additional information to support the request for a reasonable accommodation;
- The resident is also provided with a phone number, which he or she may call to speak with a RAC representative if there are any questions; and,
- The family's right to appeal the RAC's determination to a third party, acting as a hearing officer, provided that the written request for an informal settlement of grievance is received within thirty (30) days from the time the resident receive his or her determination letter.

A copy of this letter will be placed in the resident file. No confidential health-related information shall be included in the resident or case file.

The senior RAC member representing the program from which the participant originated shall have the ultimate responsibility to ensure the final accommodation is implemented in a timely manner.

Requests for Live-In Aides:

After a reasonable accommodation request for a live-in aide is approved by the Reasonable Accommodation Compliance Committee (RACC), the RACC will send the family a letter. This letter will inform the family that they must submit a written request to add a live-in aide within one hundred twenty (120) days of the approval letter. If the family fails to request to add the live-in aide during this 120 day time period, the request will become void. If the family still requires the accommodation of a live-in aide, they must restart the process by submitting a new RA request for a live-in aide.

Step 7: No Subsequent Third-Party Verification for Formal Requests

No further annual approvals for reasonable accommodations will be needed during subsequent re-certifications as long as the participant's healthcare provider has previously certified that the condition is not expected to improve over the long term.

However, the PHA retains the right to re-evaluate the need for the RA at any time. Staff will then require third-party verification in order to verify the continued need for the RA.

If it is believed the reasonable accommodation was granted under false pretenses, an interim examination and re-evaluation may be initiated with supervisory approval.

Step 8: Confirmation at Inspection

When the RAC approves an additional bedroom for any purpose, a note is sent to the inspector(s) at the time of annual inspection so that the PHA can verify that the bedroom is continuing to be used for its approved purpose. If the purpose of the bedroom has been changed from what was approved as a reasonable accommodation, the inspector will take photographs and send to the PHA staff, who will then call the family in for a resident conference. At the resident conference, the staff will determine the next appropriate steps.

Step 9: Grievance or Appeal Process

When the RAC denies the requested accommodation, a letter will be sent to the family stating the RA has been denied with the reasons why it was denied. Resident will be informed that any additional relevant information, if available, will be considered at the time it is received. The resident will also be provided with a phone number, which they may call to speak with the RA representative. Additionally, the family will be notified of the right to appeal the decision by requesting an Informal settlement of grievance before a third party. During the appeal Hearing, the family may present additional information for requesting the reasonable accommodation.

(For Public Housing, please refer to Chapter 13 - *Complaints, Grievances and Appeals*).

Chapter 21: PARKING POLICY

A. For Communities with Open Parking:

This parking policy is in effect three hundred sixty-five (365) days a year, including holidays and weekends.

1. All vehicles parked on the property must be operational and registered with the CA Department of Motor Vehicles (DMV) in the resident's name.

2. Residents must provide current vehicle registration and proof of insurance during annual re-examinations or they will forfeit the right to park in the parking area.

3. Any vehicles identified as non-operable, or with expired registration tags, or those that have been vandalized or have flat tires will be towed away with proper notice at the vehicle owner's expense.

4. Vehicles must be in operable condition at all times. Vehicles must not pose a potential health and safety issue (broken windows, elevated on apparatus other than tires, etc).

5. Vehicles must be parked legally in designated spaces only. Do NOT park on lawns, in no-parking zones, or in fire lanes. Vehicles must not block any trash or recycling receptacles, doors, fences, or gated areas. Vehicles parked in these areas are subject to immediate towing without notice.

6. Minor vehicle repairs such as replacing tires, windshield wipers, batteries and light bulbs **WILL BE** allowed on the property. All other repairs, including washing vehicles, **WILL NOT BE** permitted.

7. There shall be no visible storage in, on/or around vehicle at any time.

8. No boats, trailers, or RVs. Vehicles must fit within designated available spaces.

9. Parking in the community is on a first-come, first-served basis.

10. Permits are not used.

11. Visitors may park in designated visitor parking only. If there is no designated visitor parking on the property, visitors must park on the street. Long-term parking is not allowed in visitor assigned spaces. A vehicle parked for more than 48 hours will be towed.

B. For Communities with Permit Parking

1. Rules 1-8 listed above apply to all communities.

2. Regional Managers (or their representatives) may issue ONLY **one** parking permit per household where applicable and **when** parking is available. *Requests to be added to a wait list for authorized parking are on a first-come, first served-basis.*

3. All vehicles parked on the PHA property must display a visible PHA parking permit in the **left** (driver's side) **front** window. Motorcycle parking permit must be placed on the **left** front fork.

4. Vehicle/motorcycle must be currently registered with the DMV in the state of California must be registered in the resident's name at resident's address at all times.

5. The resident who is the registered owner of a vehicle must have **and** maintain a valid California driver's license at all times. Per California state law, proof of insurance must be provided at the resident's address.

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6. Residents must provide current vehicle registration and proof of insurance during annual re-examinations or they will forfeit the right to park in the parking area.

7. Residents shall not allow anyone else access to park their vehicles (or to park any other vehicles or vessels) in restricted parking areas for any reason. A resident may not re-assign or sublet their parking space.

8. The site manager has the right to revoke and/or reassign parking at ANY time, on a case-by-case basis.

9. Residents agree to notify the manager if they no longer own a vehicle or if they change vehicle(s) for any reason (including rentals and/or loaners).

10. Authorized parking permits are issued to residents who routinely drive and utilize the parking spaces for their vehicles on a regular, recurring and consistent basis. Residents agree to notify management of any intended absence of their vehicle from the parking lot for a continuous period of more than 14 days. Lack of routine, regular driving and parking use and/or notification of intended absence may result in management revoking authorized parking and reassigning space to another resident. Space is designated for Resident use **ONLY.**

11. Residents with a valid and properly displayed disabled placards or "DP" plates may park in designated disabled spaces on a first-come, first-served basis.

C. For Gated Properties ONLY:

Gate remotes are provided for authorized residents in gated communities. Should you lose a gate remote, there will be a replacement fee per current *Schedule of Fees and Charges*.

Approved caregivers may be issued a gate remote on a case-by-case basis. Communities with limited parking will only issue a gate remote to a resident with an approved and registered vehicle.

Chapter 22: MARIJUANA POLICY

(Effective January 1, 2019)

While use and possession of marijuana may no longer constitute a crime under California law, its possession is still illegal under federal law. When a state law is in conflict with a federal law, the federal law prevails. Thus, under federal law, use and possession of marijuana constitutes a crime.

The Sacramento Housing and Redevelopment Agency (SHRA) utilize leases that prohibit any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Furthermore, any drug-related criminal activity on or off such premises, engaged in by a public housing resident, any member of the resident's household, or any guest or other person under the resident's control, shall be cause for termination of tenancy. This includes the possession, use, cultivation, growing, delivery, sale, barter, purchase, or exchange of marijuana which is a serious violation of the lease.

Admissions:
All forms of marijuana use are illegal under federal law even if permitted under state law. SHRA will deny admission to any household with a member who is, at the time of application for admission, illegally using a controlled substance as that term is defined by the *Controlled Substance Act* (CSA).

Reasonable Accommodations:
SHRA will not accommodate a resident's use and possession of marijuana. It is illegal for a person to use or possess marijuana under federal law. Reasonable Accommodations do not include requiring SHRA to tolerate illegal drug use or risk losing its HUD funding for doing so.

Medical Expense Deduction:
HUD regulations require that when calculating a disabled resident's adjusted income, a public housing authority must deduct from annual income the "un-reimbursed medical expenses of any elderly or disabled family" that exceed three percent ~~(3%)~~ 10 % of annual income.

Because the use, possession, and sale of marijuana are violations of federal law, a disabled resident may not deduct from his/her annual income monies used to purchase medical marijuana. The IRS specifically states that a person "cannot include in medical expenses amounts [paid] for controlled substances (such as marijuana, laetrile, etc.), in violation of federal law."

Non-Smoking Facility Policy (ACOP):

SHRA policy prohibits residents, or other occupants, and their guests from smoking cigarettes or marijuana within their units. In addition, SHRA will not allow smoking in internal common areas or marijuana smoking in designated smoking areas within its

Public and Affordable Housing properties. As a responsible landlord, SHRA has identified the internal common areas as smoke-free zones to take into consideration the rights of residents, visitors, staff, and vendors who enter private residential dwellings and enclosed common areas. Compliance with smoke free housing rules by all residents and their visitors, including staff and vendors, will benefit everyone who accesses these areas.

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within twenty five (25) feet of building(s) including entry ways, porches, balconies, windows, and patios. This policy applies to all staff, residents, guests, visitors, and contractors.

Chapter 23: LANGUAGE ACCESS PLAN

Introduction

The PHA takes reasonable steps to ensure that individuals with Limited English Proficiency (LEP) are provided equal access to participation in its programs at the same level as native English speakers. This policy is in accordance with Title VI of the Civil Rights Act of 1964, which protects individuals from discrimination on the basis of national origin, and Executive Order (EO) 13166, which directs all federal agencies including the Department of Housing and Urban Development (HUD) to ensure all programs receiving federal assistance provide meaningful access to LEP persons. In addition, this Plan is in accordance with HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, dated January 22, 2007.

The Agency's Language Access Plan (LAP) is primarily program-based; however, certain administrative functions may also need to serve LEP individuals, families, vendors, and the public. All SHRA departments and administrative functions will follow the standards set forth in SHRA's Language Access Plan.

A. Meaningful Access: The Four Factor Analyses

Recipients of federal funds are required to take reasonable steps to ensure meaningful access to LEP persons to receive critical services while not imposing an undue financial burden on local government. SHRA's assessment of services provided in accordance with regulations and guidelines will be assessed using a Four Factor Analysis established by HUD.[2]

1. The number or proportion of LEP Persons served or encountered in the eligible service population;

2. The frequency with which LEP persons come into contact with the programs;

3. The nature and importance of the program, activity, or service provided by the Agency;

4. The resources available and cost.

[2] U.S. Dep't. of Housing and Urban Dev., "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" 72 F.R. 2732 (Jan. 22, 2007).

FACTOR 1. The number or proportion of LEP persons served or encountered in the eligible service population in Sacramento

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be LEP, and may be entitled to language assistance with respect to a particular type of service, benefit or encounter. SHRA seeks to communicate with LEP persons who may be seeking information about SHRA's programs (HCV and public housing), applicants, residents, and participants of programs, family members of applicants and participants, property owners/landlords, and contractors.

Analysis of the demographics from the most recent U.S. Census data from the American Community Factfinder survey underscores the need for language access services for Limited English Proficient individuals among Sacramento's diverse population. According to 2014 data, 13% of Sacramento County's population of 1,383,333 residents does not speak English "very well." The percentage of LEP persons receiving assistance from SHRA programs is consistent with LEP data countywide. Combined program participants in 2015 totaled 15,410 with 14% or 2,213 identified as LEP persons.

The top five languages spoken by LEP individuals in Sacramento County are indicated below.

TABLE 1: Ranking Sacramento County LEP Languages

Rank	Language	Percent	Population
	Spanish	4.8%	67,060
	Chinese	1.30%	18,623
	Russian	1%	14,197
	Vietnamese	1%	13,198
	Hmong	<1%	10,333

(A full list of languages spoken by LEP populations greater than 1,000 in Sacramento County is available in Table 5.)

Most of the federally funded services and programs at SHRA are targeted to low- and extremely low-income households; however, the U.S. Census LEP data is not cross-tabbed with household income to evaluate the potential income eligibility of LEP persons for HUD programs.
The Public Housing and the Housing Choice Voucher programs compared with the community percentage of each language yields the following. The top five languages served at SHRA are the same top five languages spoken by LEP persons in Sacramento County. However, SHRA strives to close the gap of services provided to Spanish speaking LEP persons amongst programs.

From the data for both the larger applicant pool and lottery pool, we can see that similar ethnic groups of families with limited English capabilities were selected. In 2015, there were a combined total of 81,047 families remaining on all SHRA wait lists. When these families are added to the participating families in HCV and residing families in Public Housing for a total of 96,457, it yields the following numbers.

TABLE 2: SHRA LEP Persons on Waitlists and Existing Families

Top Five Languages	# of Families on Waitlist	% PHA Existing Families
1 Russian	299	0.82%
2 Vietnamese	83	0.22%
3 Hmong	69	0.19%
4 Ukranian	47	0.13%
5 Farsi	42	0.12%

*Total HCV and Public Housing waitlist applicant records is 42,773

TABLE 3: Comparison of SHRA LEP Participants with Sacramento County LEP Individuals:

Housing Authority Top 6 Languages	# PHA Families*	% of PHA Families*	Sacramento County Ranking	Sacramento County %
Russian	513	3.3%	4	<1%
Vietnamese	424	2.7%	3	1%
Hmong	351	2.2%	5	<1%
Chinese (Cantonese and Mandarin)	171	1.13%	2	1.3%
Spanish	176	1.1%	1	4.8%
Farsi	102	.77%	N/A	N/A

Based on 2015 participant data, approximately 15.81% of 12,529 participating families receiving HCV assistance identified as LEP persons (see APPENDIX A). Outreach to Asian languages has been more successful and SHRA continues to improve outreach to Spanish speakers to ensure that it is serving the local housing needs of the county's largest identified LEP population.

In 2015, 2881 participant families received public housing assistance with .08% identified as LEP persons. Nearly 520 or 18% of public housing households did not have any language (English or other) recorded in the database. However, this reporting has significantly improved over the last year due to training provisions to ensure accurate information is collected as part of the recertification/intake process in order to capture all LEP families living in Public Housing.

TABLE 4: Percentage of LEP Individuals Served by Program

SHRA Program	Percentage of Top 5 Languages Served
HCV	95% Russian 3.07% Vietnamese 2.74% Hmong 1.08% Spanish 91% Chinese
Public Housing	1.90% Chinese 1.45% Spanish 1.30% Vietnamese

	.0.48% Russian .30% Farsi

FACTOR 2. The frequency with which LEP persons come into contact with the programs

On average, a family may come in contact with PHA staff at least three times a year for various reasons. Initial applications for Public Housing and Housing Choice Vouchers are accepted online. Once selected for housing, the lease-up process may take two (2) or three (3) visits or interaction with SHRA staff. After that, there is the annual recertification process, the annual inspection process, as well as any required updates to family income or family composition.

FACTOR 3. The nature and importance of the program, activity, or service provided by the Agency

The provision of affordable housing and housing assistance meets a critical need in any community. In Sacramento County, there are more than 2,800 families living in Public Housing and more than 12,500 families participating in the Housing Choice Voucher Program. Based on the impact on thousands of families in Sacramento County, the importance of the Housing Choice Voucher and Public Housing programs is high and prevents many families from becoming homeless. In the most extreme cases, the number of individuals who will experience homelessness over the course of a year can be estimated based on Point-In-Time Count data, and for 2015, Sacramento's annualized count was 5,218 persons.[3] SHRA strives to ensure that affordable housing program opportunities are available and accessible to all eligible families to prevent the risk of homelessness.

Housing Choice Voucher
To successfully participate in the HCV program, applicants and residents must be able to participate in compulsory activities such as the voucher briefing, the annual re-examination and inspection, and attendance at informal reviews or hearings when a family is denied assistance or termination from the program is proposed. Being able to understand SHRA's information is vital to obtaining a voucher, finding and moving into housing, remaining in the home, and remaining in the program through compliance with program requirements and regulations.

Public Housing
To participate successfully in SHRA's public housing program, applicants and residents must be able to complete the application, understand the occupancy policies, leases or rental agreements along with the house rules so that they can enjoy residing in their homes while abiding by those rules. Additionally, it is crucial that residents of public housing understand written notices about the program and their continued participation in the program.

FACTOR 4. The resources available and cost

[3] Sacramento Steps Forward: 2015 Point-in-Time Homeless Count Report. July 16, 2015.

The PHA is committed to spending the resources needed, within reason, to ensure LEP families are accommodated. With approximately 2,200 documented LEP families (or 14% of combined program participants) coming into contact with PHA staff approximately three (3) times a year, more than sixty-five hundred (6,500) annual LEP contacts occur, mostly during inspections and annual recertifications.

SHRA has a contract with a vendor to provide interpretation and translation services in more than one-hundred eighty (180) languages. Telephonic interpretation is seen as the most appropriate, cost-efficient, and accurate service to SHRA's LEP families. During the past year, SHRA provided telephonic interpretation services for LEP participants in fifteen (15) different languages.

The PHA is committed to translating vital documents when it is necessary for the family to have equal access to housing services; however, the current cost to provide translated documents in all of the languages spoken by LEP persons in populations exceeding 1,000 is disproportionate to the frequency of the contact between these populations and SHRA and their participation in its programs. Using vital documents translated by HUD is the most cost-effective option. However, there are still instances when documents must be customized to contain specific information detailing the participant's particular case. Protocol is in place to ensure these participants are aware of access to free language access assistance.

Both the Housing Authorities for the City and County of Sacramento have approved the Agency's budget resolutions, which include annual funding to cover for on-call and translation services. In addition, SHRA identified several bilingual staff members to assist with translation and interpretation services in Spanish, Chinese (Cantonese and Mandarin), and Hmong.

Additionally, SHRA maintains positive relationships with social service agencies and community based organizations that can assist with informal translations in a variety of languages.

It is a priority to use limited funding to maximize access to as many vital documents as possible.. An analysis of vital documents for translation in Appendix C identifies those documents that have already been translated by HUD or others, those documents for which the most vital information can be provided in a summary, rather than a translation of the entire document, and those documents where interpretation of the document will be available in multiple languages.

The Language Access Plan (LAP)
SHRA has prepared this LAP to address the identified needs of the LEP populations served, or potentially served by its programs. In compliance with federal guidelines, SHRA will make reasonable efforts to provide free language assistance for LEP clients in all of its programs so as to ensure that these persons have meaningful access to programs.

SHRA is committed to providing LEP persons through this Plan and will utilize bilingual staff, on-call telephone interpretations services, downloadable documents from websites, the 2-1-1 Sacramento information and referral service, and other resources as necessary to meet the public's LEP needs. Implementation of the LAP will likely continue to evolve over time in response to data such as the 2020 Census and new technology resources.

B. How LEP Persons Are Identified

An LEP person is an individual who does not speak English as their primary language and who has a limited ability to speak, read, write, or understand English at a level that permits them to communicate effectively in the course of applying for, or receiving, agency services or benefits.[4]

Sacramento County Languages Spoken at Home

Using U.S. Census data from the American Factfinder website provides information on adults who speak English "less than very well" in SHRA's service area population. The service area is defined as Sacramento County. According to this data, Sacramento's population in 2014 was 1,383,333 with 69% or 951,293 residents who spoke proficient English.

TABLE 5: Ranking of LEP Languages in Sacramento County by Population Greater Than 1,000

Language	Percentage	Population
Spanish	4.8%	67,060
Chinese	1.30%	18,623
Russian	1%	14,197
Vietnamese	1%	13,198
Hmong	<1%	10,333
Tagalog	<1%	9,353
Hindi	<1%	3,734
Arabic	<1%	2,553
Laotian	<1%	2,351
Japanese	<1%	1,804
Persian	<1%	1,715
Urdu	<1%	1,473
Armenian	<1%	1,306

*This data relies on self-reporting and does not specify various dialects spoken within a language (i.e. Mandarin, Cantonese, etc.).

C. Points and Type of Contact with LEP Persons

Wait Lists

Public Housing
The Public Housing program has site-based wait lists. Various lists open and close at different times as the need for more applicants to occupy rental housing units arises.

Online Waitlist Information

[4]U.S. Dep't. of Housing and Urban Dev., "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" 72 F.R. 2732 (Jan. 22, 2007).

When the wait lists are open for Public Housing or Housing Choice Vouchers, applications are accepted electronically in several languages via a web portal at www.sacwaitlist.com. This website has information in Spanish, Vietnamese and Russian indicating that assistance is available and how to contact the PHA. In addition to these languages, information on our websit should also be provided in Chinese and Hmong.

When letters are mailed to families selected from the waitlist, they contain information urging those with language needs to contact the PHA for professional, reliable, and confidential language assistance.

The Public Housing and the Housing Choice Voucher programs disseminate information on waitlist opening and closing on the SHRA's webpage at www.shra.org. This site is also accessible has in Spanish, Russian, Vietnamese, Thai, Chinese and Korean. Additional languages may be added as necessary.

Intake Appointments

SHRA has combined Intake staff to process applications for Public Housing and Housing Choice Voucher programs. Intake staff has procedures to follow to help new LEP applicants. Intake staff members show the LEP applicant the Language Identification Flashcard so they may point to their preferred language of communication.

Once a participant selects a language on the flashcard, Intake staff will contact the PHA's professional, contracted language vendor and request telephonic interpretation in the client's preferred language.

A conference call can be facilitated by Intake staff so that the interpretation-assisted call can take place at the participant's home or at the PHA office. Intake staff facilitates calls with the professional interpreter, the resident or participant, and SHRA staff. This takes a high degree of coordination; however, the benefit is that it helps to make language interpretation available at a time and place that is convenient for the family.

Generally, to fill out a full application and sign other necessary paperwork, the telephonic interpreter will interact with the staff interviewer who will explain to the interpreter what is being asked, and the interpreter will communicate that to the LEP family in their preferred language in a three-way call facilitated by intake staff. When the LEP family responds in their preferred language, the interpreter then communicates the information to the intake staff, who can transcribe information from the interpreter onto the English data form.

Intake staff will, with the family's permission, have the family's language input into the housing software system, which has a searchable field for "language." This helps the PHA determine how many families or individuals speak specific languages and better prepares for effective future communication with the family in their preferred language.

Briefing Appointments

Any family who wishes to be provided with interpretation services for a briefing appointment will be asked to provide the PHA with 24-48 hours' notice so that contracted and qualified interpreters who speak the family's preferred language can be scheduled. Sometimes, in-house staff interpreters are available to provide immediate assistance to the families. LEP families can be at home and ask questions of the staff person in real time over the phone with the help of the interpreter.

Recertification Appointments

Annual Recertification packets are mailed to each participant in the HCV program and are provided at management offices at certain public housing sites.

However, if LEP families need help completing the packet they can phone the Agency's call center or their property manager's office. Staff from either the call center or property site office can call the Agency's contract interpreter and they will place the family on a three-way phone call to explain the questions to LEP families in their native/preferred language. HCV call center staff or Public Housing property office staff can take the answers from the interpreter in English and complete the forms.

Often, families use English-speaking third party contacts to complete their paperwork. All residents or participants who indicate they would like their third party contact to receive written correspondence from SHRA will receive notice it is time to recertify for continued eligibility. This enables the third party to work with the family to complete the paperwork accurately and in a timely manner.

D. Outreach and Language Assistance

Notice of Right to Language Assistance
It is important for SHRA to let LEP persons know that language access services are available and that they are free of charge. Notices will be provided in a language that LEP persons will understand.

SHRA will inform LEP persons of language access services by:

- Posting signs in common areas, offices and on the premises where applications are completed in person. These signs are posted in multiple languages and state that language services are free upon request;
- Stating in outreach materials that free language services are available;
- Working with grassroots and faith-based community organizations to inform LEP persons of availability of language services;
- Updating the current phone system to include more language options for languages most encountered;
- Informing LEP Person online through the SHRA website that language access assistance is available, posting identified documents in multiple languages, and updates to the opening and closing of waitlists.

Additional Outreach for Housing Choice Voucher
SHRA will use various media outlets to provide notices on non-English radio and television stations about available language assistance services and how to access them. Publicizing the opening of the HCV wait list is conducted through news items in English and non-English media outlets prior to and during the opening of Public Housing wait lists.

E. Staff Capacity and Training

Staff Capacity
The Agency has designated a staff member for the Housing Choice Voucher and the Public Housing Programs to be Language Access Plan Coordinator for these program duties. The LAP Coordinator(s) are responsible for monitoring LEP activities in the HCV and public housing programs. Staff, residents, participants, and public suggestions to improve or revise efforts to accommodate LEP families' needs are directed to these LAP Coordinator(s). The two LAP Coordinators report directly to the Director of Property Management in Public Housinng and the Director of HCV who each have overall responsibility for

ensuring resources are available for program compliance and for coordination and cooperation between the programs. In addition to the contracted vendor, which can provide interpretation services in more than 180 languages, several staff members are identified for language interpretation to provide oral and translation assistance.

Staff Training
Staff members who interact with clients receive training regarding how to on using "Language Identification Flashcards" and the Agency's translation services vendor. This training has been documented so that new staff members are exposed to it as part of their orientation process in their departments. Existing staff members are also provided periodic training on the procedures.

Staff training topics will include:

- Discussion of the Plan and legal obligation to provide language assistance
- How to respond to LEP callers
- How to respond to written communications from LEP participants
- How to respond to in-person LEP participants
- How to use "Language Identification Flashcards"
- How to operate the on-call telephone interpretation service
- Becoming familiar with staff and outside vendors available for interpretation at appointments
- Location of translated documents
- How to correctly document language preferences in the database

SHRA will maintain records and dates the training sessions that have been conducted, the names, and titles of people in attendance for the training.

In accordance with 24 Code of Federal Regulations (CFR) §§982.54(d)(6) and 982.304, SHRA will educate employees who operate the Housing Choice Voucher (HCV) program about their obligation to assist a family claiming that discrimination has prevented them from leasing a suitable unit by providing them information on how to fill out and file a housing discrimination complaint.

F. Language Access Measures and Services Provided

Language Access Measures
Language access includes interpretation and/or translation. SHRA identifies interpretation to be spoken language assistance, while translation refers to providing written information in the identified language that assistance is needed. However, there will be times when language assistance may include oral interpretation of a written document.

SHRA will determine when interpretation and/or translation are needed and are reasonable. Staff will take reasonable steps to provide the opportunity for meaningful access to LEP participants who have difficulty communicating in English. If a participant asks for language assistance, and SHRA determines that the participant is an LEP person, SHRA will make reasonable efforts to provide free language assistance. SHRA has the discretion to determine whether language access is needed, and if so, the type of language assistance necessary to provide meaningful access to its programs.

Written Translation

Vital Documents

HUD has defined "vital documents" as those forms or documents that are critical for ensuring meaningful access, or awareness of rights or services, or federally funded services or benefits. SHRA staff have reviewed forms and policy documents and identified those which would be classified "vital" for both HCV and public housing programs identified in Appendix C. HUD Guidance notes that "vital" information may include, for instance, the provision of information in appropriate languages other than English regarding where an LEP person might obtain an interpretation or translation of the document.

The list of vital documents may be revised to meet the needs of LEP families. Requests may come from staff, residents, participants, managers or executives and will be routed through the LEP Coordinators for each program. Documents in specific languages will be placed in a designated language folder in the appropriate Agency electronic library so that both programs may utilize documents originated by the other, as appropriate. Documents specific to each program may be kept in electronic folders in those department drives, filed by form or function.

SHRA will begin to phase-in translated documents to be in compliance with the federal standard as required to translate those documents into at least several of the more frequently encountered languages and will set benchmarks for continued translations into the remaining languages over time. A phased strategic approach to translation is suggested within fiscal constraints by incorporating those forms or brochures which have been translated by HUD, and identifying those where a summary, rather than the entire document, may be sufficient. In the meantime, a cover sheet will be included with written materials for LEP participants that indicates that language access services are available and how they can obtain these services free of charge. As vital documents are phased into circulation, a cover sheet will be used to provide summary information of documents for participants. See APPENDIX C for a full list of vital documents.

A reasonable alternative to preparing written translation of all SHRA documents is providing oral interpretation of the document. In the Analysis of Vital Documents in Appendix C, staff has evaluated whether to translate the document in its entirety, translate a summary or highlights, use a translation available from others, or attach a cover sheet to the form offering oral translation. Based on analysis is Factor 1 and 2, the document cover sheet with a statement that oral translation is available should be in Spanish, Russian, Chinese, Vietnamese and Hmong.

SHRA is committed to providing translation of vital documents to LEP persons. According to the 2014 U.S. Census American Fact Finder data, there is not one single language in the LEP population that reaches the 5% threshold. However, this does not minimize the importance of ensuring that resources are available to LEP persons when a population threshold of 1,000 is met.

TABLE 6: Safe Harbor Guidelines

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
More than 5% of the eligible population or beneficiaries *and* more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries *and* 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.

5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

Interpretive Services

Oral Language
Oral interpretation can be provided by formal or informal interpreters. SHRA is committed to accuracy in interpretation services provided to LEP persons.

Formal Interpreters
While many applicants, public housing residents, and Housing Choice Voucher (HCV) participants prefer to bring relatives and friends to interpret English for them in their native language, SHRA employees are advised to use the SHRA's professional language assistance contractor to ensure accurate translations are provided to the families on technical housing issues.

Staff must advise LEP persons about the availability of free language services. Even if the applicant, resident, or participant brings a friend, relative, or caseworker, SHRA retains the right to have a PHA-contracted professional interpreter assist to ensure that the friend or relative's interpretation is accurate. The interpreter will not disclose non-public data without written authorization from the participant.

Informal Interpreters
An LEP person may use an informal interpreter of their own choosing and at their own expense, either in place of or as a supplement to the free language assistance offered by SHRA. If possible, SHRA should accommodate an LEP individual's request to use an informal interpreter in place of a formal interpreter. There are some situations where family members or friends are not suitable translators (e.g., family members under eighteen (18) years old who may not have the ability to translate technical terms, survivors and perpetrators of domestic violence, caretakers and elder abuse survivors, or suspected perpetrators of program fraud), and should not be allowed in the same room with the applicant, resident, or participant. There may be issues of confidentiality, competency, or conflict of interest.

If an LEP participant prefers an informal interpreter to interpret after SHRA has offered free interpretation services, the informal interpreter may interpret. In these cases, the participant and interpreter could sign a waiver of free interpreter services or other documentation of the offer of formal interpretation services, the refusal, and accommodation of the participant's wishes. SHRA staff must be sensitive to the feelings of the LEP person, but everyone's personal safety must be a priority.

G. Monitoring and Updating the Language Access Plan (LAP)

SHRA will monitor the impact of its LAP by seeking the feedback of those who use LAP services. Each program department at SHRA will participate in an annual review of the Language Access Plan to make sure Agency actions are consistent with the LAP. Demographics and the need for LEP services will be updated at least every two years. Changes in procedures will be incorporated on an ongoing basis to ensure that SHRA maintains consistency with the LAP, and that daily service efforts adequately assist LEP individuals.

SHRA will review the LAP periodically, but no less than every two years, to evaluate its overall effectiveness and any changes in LEP populations or needs. Modifications to the Plan may be based on:

- U.S. Census data
- Frequency of contact analysis of LEP participants and callers by staff

- Reports from SHRA's database system on the numbers of program participants who are LEP and listing the language(s) used by LEP individuals
- Analysis of requests for interpreters and translation, as well as literacy skills of participants requesting language assistance: number of requests, languages requested, costs, etc.
- Assessment of whether existing language assistance services are meeting the needs of participants with LEP
- Review of vital documents and appropriateness of available translations
- Assessment of whether staff members understand the LAP and procedures
- Nature and importance of activities and information to LEP participants
- Availability of resources, including costs
- Whether identified sources for assistance are still available and viable

SHRA employees, program applicants, HCV program participants, or public housing residents who receive a report, or become aware, that a LEP person believes they have not been provided with language assistance services, in accordance with this LAP, should report that information to the LAP Coordinator(s). Incidents will be documented for response and indicate whether any immediate action is needed to update the LAP.

APPENDIX A: 2015 SHRA HCV and Public Housing LEP Participants

Top Six Languages	Families	Percent	Program
A-FARSI	79	0.63%	HCV
A-FARSI	9	0.38%	PH
CA-CAMBODIAN	1	0.04%	PH
C-CHINESE	55	2.33%	PH
C-CHINESE CANTONESE	133	1.06%	HCV
CN-CANTONESE	1	0.04%	PH
D-CHINESE MANDARIN	18	0.14%	HCV
F-FRENCH	1	0.04%	PH
G-GERMAN	2	0.02%	HCV
H-HMONG	467	3.73%	HCV
H-HMONG	12	0.51%	PH
HI-HINDI	1	0.04%	PH
J-JAPANESE	1	0.01%	HCV
K-KOREAN	12	0.10%	HCV
K-KOREAN	2	0.08%	PH
L-LAOTIAN	5	0.21%	PH
L-SIGN LANGUAGE	13	0.10%	HCV
MA-Marshallese	1	0.04%	PH
M-MIEN	23	0.18%	HCV
M-MIEN	4	0.20%	PH
N-ROMANIAN	13	0.10%	HCV
O-PASHTO	3	0.02%	HCV
P-POLISH	1	0.01%	HCV
RO-ROMANIAN	4	0.20%	PH
R-RUSSIAN	492	3.93%	HCV
R-RUSSIAN	19	0.80%	PH
S-SPANISH	138	1.10%	HCV
S-SPANISH	62	2.62%	PH
TO-TONGAN	1	0.04%	PH
T-TAGALOG	1	0.04%	PH
U-UKRANIAN	118	0.94%	HCV
U-UKRANIAN	1	0.04%	PH
V-VIETNAMESE	468	3.74%	HCV
V-VIETNAMESE	52	2.20%	PH

APPENDIX B: 2015 SHRA HCV and Public Housing Ranking of LEP Participant and Waitlist

HCV Program Languages		
Total Number of Participants: 12,884		
Top Six Languages	**# of HCV Families**	**Percent**
1 Russian	492	3.93%
2 Vietnamese	469	3.74%
3 Hmong	468	3.74%
4 Spanish	138	1.10%
5 Chinese Cantonese	133	1.06%
6 Ukrainian (Emerging)	118	0.94%

Public Housing Program Languages		
Total Number of Participants: 2,881		
Top Five Languages	**# of HCV Families**	**Percent**
1 Spanish	62	2.62%
2 Chinese	55	2.33%
3 Vietnamese	52	2.20%
4 Russian	19	0.80%
5 Hmong	12	0.51%

Combined Programs with Waitlists		
Total waitlist application records: 81,047		
Top Five Languages	**# of Families on Waitlist**	**PHA Existing Families**
1 Spanish	437	0.54%
2 Russian	418	0.52%
3 Vietnamese	355	0.44%
4 Hmong	176	0.22%
5 Chinese	147	0.18%

Applicant Pool		
Total waitlist application records: 35,186		
Top Five Languages	**# of Applicants**	**Percent**
1 Russian	307	0.87%
2 Other	250	0.71%
3 Vietnamese	241	0.69%
4 Spanish	229	0.65%
5 Hmong	138	0.39%

APPENDIX C: Analysis of Vital Documents

Keeping in the spirit of HUD's *"Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,"* this is an expansive list of identified vital documents. However, this list is subject to change throughout a given year due to federal changes and guidelines.

	Phase 1: 2016-2019				
HCV Intake Forms, Letters and Notices	**Translation of Full Document**	**Translation of Summary**	**Cover Sheet Offering Oral Translation**	**Translations Available**	**HUD Form Number**
Anticipated Withdrawal	X			CH, HMG, RUS, SP, VTN	
Informal Review (IR) request	X			CH, HMG, RUS, SP, VTN	
IR appointment		X		CH, HMG, RUS, SP, VTN	
IR rescission		X		CH, HMG, RUS, SP, VTN	
IR decision		X		CH, HMG, RUS, SP, VTN	
Prop term rescission		X		CH, HMG, RUS, SP, VTN	
Termination of Assistance	X			CH, HMG, RUS, SP, VTN	
Interview Invite		X		CH, HMG, RUS, SP, VTN	
Final Int. Invite (for Part B app)		X		CH, HMG, RUS, SP, VTN	
Interview attended letter		X		CH, HMG, RUS, SP, VTN	
Briefing Appt.	X			CH, HMG, RUS, SP, VTN	
RA forms	X			CH, HMG, RUS, SP, VTN	
Port Denial	X			CH, HMG, RUS, SP, VTN	
Return to waiting list		X		CH, HMG, RUS, SP, VTN	
Remove from waiting list	X			CH, HMG, RUS, SP, VTN	
Voucher change		X		CH, HMG, RUS, SP, VTN	
Voucher extension		X		CH, HMG, RUS, SP, VTN	
2nd Voucher extension		X		CH, HMG, RUS, SP, VTN	
Voucher Expired	X			CH, HMG, RUS, SP, VTN	
Self Termination		X		CH, HMG, RUS, SP, VTN	

Suspension of Process	X			CH, HMG, RUS, SP, VTN	
Zero Income Checklist		X		CH, HMG, RUS, SP, VTN	
Pre App update	X			CH, HMG, RUS, SP, VTN	
Pre App update confirmation letter		X		CH, HMG, RUS, SP, VTN	
Add on Request		X		CH, HMG, RUS, SP, VTN	
Denial from complex		X		CH, HMG, RUS, SP, VTN	
Additional Info Requested	X			CH, HMG, RUS, SP, VTN	
PBV Initial Interview Briefing	X			CH, HMG, RUS, SP, VTN	
PP - Second Interview Appt	X			CH, HMG, RUS, SP, VTN	
Eligibility Denial Notice	X			CH, HMG, RUS, SP, VTN	
Notice Advising of Free Language Assistance	X			CH, HMG, RUS, SP, VTN	
Authorization for the Release of Information/Privacy Act Notice				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	9886
A Good Place to Live (Housing Quality Standards)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	HUD-593-PIH
Certification of Domestic Violence, Dating Violence, or Stalking				HUD FORM	
Fair Housing Equal Opportunity for All				AR, CAMB, CH, KOR, RUS, SP, VTN	HUD-1686-1-FHEO
Are You A Victim of Housing Discrimination?				AR, CAMB, CH, KOR, RUS, SOM, SP, VTN	HUD-903.1

HCV Only					
Application		X	X	CH, HMG, RUS, SP, VTN	
Voucher	X			AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52646
Statement of Homeowner Obligations				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52649
Family Self-Sufficiency Program Contract (Instructions and Attachment)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52650
Family Self Sufficiency Program Escrow Account				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52652
Housing Assistance Payments Contract Section 8 Resident-Based Assistance				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641
Tenancy Addendum Section 8 Resident-Based Assistance HCV Program				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641-A
Supplement to Application for Federally Assisted Housing: Supplemental and Optional Contact Information				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	92006
Fraud Notification					1141
Request for Tenancy Approval – HCV				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	52517

HUD Allowances for Resident-Furnished Utilities and Other Services				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52667
Contract Termination Notice			X	CH, HMG, RUS, SP, VTN	
Disposition Notice			X	CH, HMG, RUS, SP, VTN	
Exclusion of In-Home Supportive Services (IHSS) Income	X			CH, HMG, RUS, SP, VTN	
Family Obligations	X			CH, HMG, RUS, SP, VTN	
Informal Hearing Request	X			CH, HMG, RUS, SP, VTN	
Live-In Aide Yearly Certification Notice	X			CH, HMG, RUS, SP, VTN	
Mandatory Tenant Conference Disposition Notice (with WARNING for recertifications ONLY)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Tenant Conference			X	CH, HMG, RUS, SP, VTN	
Notice of Proposed Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance			X	CH, HMG, RUS, SP, VTN	
Recertification Notice			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Homeownership Program			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Housing Choice Vouchers (HCV)			X	CH, HMG, RUS, SP, VTN	
Voucher Expiration Notice	X			CH, HMG, RUS, SP, VTN	
Warning Notice			X	CH, HMG, RUS, SP, VTN	
Rescission of Notice of Proposed			X	CH, HMG, RUS, SP, VTN	
Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance after 180 Days with Zero Housing Assistance Payment (HAP)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Tenant Conference (recertifications only)			X	CH, HMG, RUS, SP, VTN	
Mover Request Denial			X	CH, HMG, RUS, SP, VTN	
Mover Request Confirmation			X	CH, HMG, RUS, SP, VTN	

RFTA		X		CH, RUS, SP, VTN, HMG	
Affordability Worksheet		X		CH, RUS, SP, VTN, HMG	
Abatement Letter		X		CH, RUS, SP, VTN, HMG	
RFTA Void	X			CH, RUS, SP, VTN, HMG	

Public Housing Only					
How Your Rent is Determined			X	SP, CH, KR, VTN	HUD Fact Sheet
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	
Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	
Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
Termination of Assistance	X			CH, RUS, SP, VTN, HMG	
Interview Invite	X			CH, RUS, SP, VTN, HMG	
Final Int. Invite (for Part B app)	X			CH, RUS, SP, VTN, HMG	
Interview attended letter		X		CH, RUS, SP, VTN, HMG	
Return to waiting list		X		CH, RUS, SP, VTN, HMG	
Remove from waiting list	X			CH, RUS, SP, VTN, HMG	
Fingerprint invite	X			CH, RUS, SP, VTN, HMG	

Final Fingerprint invite	X			CH, RUS, SP, VTN, HMG	
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	
Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	
Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
*Leases			X	CH, RUS, SP, VTN, HMG	
3, 14, and 30 day Notices			X	CH, RUS, SP, VTN, HMG	
Hearing Notice			X	CH, RUS, SP, VTN, HMG	
Grievance Procedure			X	CH, RUS, SP, VTN, HMG	
Termination of Tenancy Procedures			X	CH, RUS, SP, VTN, HMG	
Termination letter for PH			X	CH, RUS, SP, VTN, HMG	

Full Move In Packet (The following documents are not PHA Generated.)			X	CH, RUS, SP, VTN, HMG	N/A, PHA Generated
Debts Owed to the PHA and Terminations					52675
Allowances for Resident – Furnished Utilities and Other Service					52667
Family Report					50058
Authorization for the Release of Information/Privacy Notice					9886

Key: AM= Amharic, AR=Arabic, CAM= Cambodian, CREOLE=Creole, CH=Chinese, FR=French, HMG=Hmong, HND=Hindi, KOR=Korean, RUS=Russian, SOM=Somali, SP=Spanish, TG=Tagalog, VTN=Vietnamese

***Legal considerations of translated leases and documents:** HUD recommends that when leases are translated into languages other than English, Public Housing Authorities (PHAs) should only ask the resident to sign the English lease. “The translated document would be provided to the resident, but marked “For Information only.” HUD was asked whether leases, rental agreements and other housing documents of a legal nature are enforceable in U.S. courts when they are in languages other than English and responded generally that the English-language document prevails. The HUD translated documents may carry the disclaimer: "This document is a translation of a HUD-issued legal document. HUD provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document."[5]

[5] HUD: Limited English Proficiency (LEP) Frequently Asked Questions (http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq)

GLOSSARY

A. Terms Used in Determining Rent

ANNUAL INCOME [24 CFR section 5.609]

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and/or spouse (even if temporarily absent) and by each additional family member for the twelve (12)-month period following the effective date of initial determination or recertification of income. It does not include amounts that are temporary, non-recurring, or sporadic (e.g. gifts of money from relatives for a household member's birthday) as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

- The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services
- Family contributions if contributions are on a consistent basis
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business
- Interest, dividends, and other net income of any kind from real or personal property
- Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property
- When the family has net family assets in excess of five thousand dollars ($5,000), annual income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD
- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

- All welfare assistance payments received by or on behalf of any family member.
- Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the unit with the family,
- All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME [24 CFR section 5.609]

Annual income does not include the following:

- Income from the employment of children (including foster children) under the age of eighteen (18).
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident's family, who are unable to live alone).
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses
- Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
- Income of a live-in aide, provided that the person meets the definition of a live-in aide.
- The full amount of student financial assistance paid directly to the student or the educational institution.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under HUD-funded training programs made solely to allow residents to participate in a particular program (e.g. Step-up Program), including stipends, wages, transportation payments and childcare vouchers for the duration of the training program.
- Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).
- Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.
- Amount received under a resident services stipend. A modest amount (not to exceed two hundred dollars [$200] per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, caretaker duties, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time.
- 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 family members as resident management staff. Amounts excluded by this provision must be received under

employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

- Temporary, non-recurring, or sporadic income (including gifts).
- 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. (For all initial determinations and recertifications of income on or after April 23, 1993.)
- Earnings in excess of four hundred eighty dollars ($480) for each full-time student eighteen (18) years old or older, (excluding the head of household and spouse).
- Adoption assistance payments in excess of four hundred eighty dollars ($480) per adopted child.
- The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
- *Comparable Federal, State or local law* means a program providing employment training and supportive services that:
    (1) is authorized by a Federal, State or local law;
    (2) is funded by the Federal, State or local government;
    (3) is operated or administered by a public agency; and
    (4) has as its objective to assist participants in acquiring job skills.
- *Exclusion period* means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins his or her first job acquired following completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
- *Earnings and benefits* mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- Deferred periodic payments from Supplemental Security Income (SSI) and other social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- 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.
- 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.
- 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. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.
- The following benefits are excluded by other federal statute as of August 3, 1933:
    1. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 USC Chapter 66);

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

a) The Retired Senior Volunteer Program (RSVP)
b) Foster Grandparent Program (FGP)
c) Senior Companion Program (SCP)

NATIONAL VOLUNTEER ANTIPOVERTY PROGRAMS SUCH AS:

- Volunteers in Service to America (VISTA)
- Peace Corps
- Special Volunteer Programs

SMALL BUSINESS ADMINISTRATION PROGRAMS SUCH AS:

- National Volunteer Program to Assist Small Businesses
- Service Corps of Retired Executives
- Payments received under the Alaska Native Claims Settlement Act (43 USC Chapter 33))
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 USC sections 459 et. seq.)
- Payments or allowances made under the Department of HHS' Low-Income Home Energy Assistance Program (42 USC section 8624(f))
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC Chapter 19) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).
- The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC sections 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 USC section 1087uu). Examples include: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Act of 1965 (42 USC 3056). Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange Product Liability litigation.
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Childcare and Development Block Grant Act of 1990. (42 USC section 9858q)
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC section 32)

- Living allowances under the AmeriCorps Program (Nelson Diaz Memo to George Latimer 11/15/94).

ADJUSTED INCOME: The definition for adjusted income is annual income, less allowable HUD deductions.

Qualified families are eligible for the following:

Childcare Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under thirteen (13) years old for the period for which the annual income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.
DEPENDENT DEDUCTION: An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, disabled, or a full-time student.
DISABLED EXPENSES: A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the member with disabilities to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatuses may include but are not limited to: wheelchairs, lifts, reading devices for individuals with visual impairments, and equipment added to cars and vans to permit use by the family member with disabilities.

FOR NON-ELDERLY FAMILIES AND ELDERLY FAMILIES WITHOUT MEDICAL EXPENSES: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent (3%) of annual income, provided the amount so calculated does not exceed the employment income earned.

FOR ELDERLY FAMILIES WITH MEDICAL EXPENSES: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less ~~3%~~ (10%) of annual income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

FOR ELDERLY AND DISABLED FAMILIES ONLY:
MEDICAL EXPENSES: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which annual income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines (if approved by a health care provider), transportation to and from treatment (not the cost of regular monthly bus or

other public transportation passes that can be used for non-medically related trips), dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

FOR ELDERLY FAMILIES WITHOUT DISABLED EXPENSES: The amount of the deduction shall equal total medical expenses less three percent ~~(3%)~~ (10%) of annual income.

FOR ELDERLY FAMILIES WITH BOTH DISABLED AND MEDICAL EXPENSES: The amount of disabled assistance is calculated first, then medical expenses are added.

ELDERLY/DISABLED HOUSEHOLD EXEMPTION: An exemption of ~~$400~~ $480 per household.

B. Housing Terms

ABANDONMENT OF A PUBLIC HOUSING UNIT: Vacating (moving out of) a public housing unit, with no intent to return, without providing the PHA with notice of the intent to vacate to allow the PHA to secure the unit and protect its property from vandalism, squatting, etc.
ACCESSIBLE DWELLING UNITS: When used with respect to the design, construction or alteration of an individual dwelling unit, this means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR sections 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.
ACCESSIBLE FACILITY: A facility (or a portion thereof), other than a residential dwelling unit, that, by design or modification, allows equal access to individuals with disabilities.
ACCESSIBLE ROUTE: For individuals with mobility impairments, a continuous, unobstructed path that complies with space and reaches requirements of the Uniform Federally Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.
ADAPTABILITY: The ability to change certain elements of a dwelling unit to accommodate the needs of individuals with disabilities.
ADULT: A person who has attained the legal age of majority (generally age 18 [but can be lower depending on the jurisdiction]).
ADMISSION: Admission to the program is the effective date of the lease, and the point at which a family becomes a resident.
ALLOCATION PLAN: The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or a portion of a building, for occupancy by Elderly or Disabled Families.
ANNUAL INCOME AFTER ALLOWANCES: Annual income (described above) less any HUD-approved allowances.
APPLICANT (or applicant family): A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES: States in which welfare agencies adjust the shelter and utility component of the welfare grant in accordance with actual housing costs.
ASSETS: (See Net Family Assets.)
AUXILIARY AIDS: Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.
BEYOND NORMAL WEAR AND TEAR: Damage to a dwelling unit that exceeds the level of deterioration associated with ordinary use. The costs to repair such damage may legally be deducted from a resident's security deposit and, if the cost of any such repairs exceeds the amount of the security deposit, the housing provider/landlord/PHA may charge the resident for the excess amount.
CO-HEAD: An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.
COMPLAINANT: Any resident whose grievance is presented to the PHA or a site/management office, informally, or as part of the informal settlement of grievance process.
COVERED FAMILIES: A statutory term used to describe families whose members are required to participate in economic self-sufficiency programs associated with their receipt of public benefits from welfare agencies, such as the Department of Human Assistance in Sacramento County. These families may be subject to welfare benefit sanctions for noncompliance with these obligations.
COVERED PERSON: A resident, any member of the resident's household, a guest or another person under the resident's control. (24 CFR section 5.100.)
CRIMINAL ACTIVITY: Generally, a violation of a criminal law committed intentionally by a person or persons without regard to whether that person or persons are actually convicted of the offense. This includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.
CREDIBLE EVIDENCE: Evidence that is worthy of belief; trustworthy evidence.
DEPENDENT: A member of the family household (excluding foster children) other than the family head or spouse, who is under eighteen (18) years of age or is an individual whose disabilities qualify him or her as a dependent adult. A dependent may also be a full-time student eighteen (18) years of age or older. (24 CFR section 5.603)
DESIGNATED FAMILY: The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR section 945.105)
DISABILITY: The Americans with Disabilities Act (ADA) defines "disability" as: 1) a physical or mental impairment that substantially limits one of more major life activities; 2) a record of such an impairment; or 3) being regarding as having an impairment. (42 USC section 12102.)
Per the Social Security Administration (SSA): 1) The inability to engage in any substantial gainful activity (or the inability to independently complete Activities of Daily Living [ADLs], such as eating, bathing, dressing, toileting, and transferring or ambulating) by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or 2) blindness. (42 USC section 416(i)(1); see also 42 USC section 423(d)(1).).
DISABILITY ASSISTANCE EXPENSE: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatuses

for a family member with a disability or disabilities that are necessary to enable the family member to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABLED PERSON: A person who has a disability or disabilities. See the definition of "Disability" above.

Disabilities may be developmental (e.g. intellectual delay, autism, cerebral palsy, or epilepsy/seizure disorder), psychiatric/mental (e.g. bipolar disorder or schizophrenia), physical, or a combination thereof.

A person with disabilities means a person who: a) Has a disability as defined in section 223 of the Social Security Act (42 USC section 423), or b) is determined 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 such ability could be improved by more suitable housing conditions, or c) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC section 6001(5); see also California Welfare and Institutions Code sections 4500 et.seq. [The Lanterman Act].)

The term "person with disabilities" does not exclude persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS. (24 CFR section 945.105.).

For purposes of qualifying for low-income housing, the definition of a person with disabilities does not include a person whose disability is based solely on any drug or alcohol dependence. (24 CFR section 5.403.)

DISABLED FAMILY: A family whose head (including co-head), spouse, or sole member is a person with a disability; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

DISALLOWANCE: Exclusion from annual income.

DISPLACED FAMILY: A family in which each member, or whose sole member, is a person:

1. displaced by governmental action resulting from the:
    a. prepayment of a mortgage or
    b. voluntary termination of a mortgage insurance contract or
    c. termination from housing due to a lack of funding or
    d. demolition or disposition of a public or Indian housing project, or
2. 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 (24 CFR 5.403)

DISPLACEMENT PREFERENCE: The displacement preference may be defined to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own, by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions or if they can provide documentation that they were terminated from the Housing Choice Voucher (HCV) program due to a lack of federal funding or sequestration.

DOMICILE: The place at which a person is physically present and that the person regards as home; a person's true, fixed, principal, and permanent home, to which that person intends to return and remain (usually requires physical presence couple with the intent to make the place one's home); also, the residence of a person or corporation for legal purposes.

DRUG: Generally, a natural or synthetic substance that alters one's perception or consciousness. Per 24 CFR section 5.100, "a controlled substance as defined in section 102 of the Controlled Substances Act (21 USC 802)."

DRUG-RELATED CRIMINAL ACTIVITY: The illegal manufacture, sale, distribution, possession, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. Drug related criminal activity can be on or off the premises of the PHA's property or the HCV-assisted individual rental unit. (24 CFR section 966.53(c).)

DRUG TRAFFICKING: Any illicit activity to cultivate, produce, manufacture, distribute, sell, finance, or transport narcotic drugs, controlled substances, or listed chemicals, or otherwise endeavor or attempt to do so, or to assist, abet, conspire, or collude with others to do so. (21 USC section 1907.)

DUE PROCESS (PROCEDURAL): The minimal requirements of notice and a hearing guaranteed by the Due Process Clauses of the 5th and 14th Amendments to the United States Constitution, especially if the deprivation of a significant life, liberty, or property interest may occur.

DUE PROCESS (SUBSTANTIVE): The doctrine that the Due Process Clauses of the 5th and 14th Amendments to the United States Constitution require legislation to be fair and reasonable in content and to further a legitimate governmental objective.

DUE PROCESS CLAUSE (OF THE U.S. CONSTITUTION): The constitutional provision that prohibits the government (or its agents) from unfairly or arbitrarily depriving a person of life, liberty, or property.

ECONOMIC SELF-SUFFICIENCY PROGRAM: Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as substance abuse or mental health treatment). (24 CFR section 5.603(b).) Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 USC section 607(d).

The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

ELDERLY FAMILY: A family whose head or co-head, spouse or sole member is at least sixty two (62) years of age, or two or more persons at least sixty two (62) years of age living together, or one or more persons at least 62 years of age living with one or more live-in aides.

ELDERLY AND DISABLED FAMILY: A family whose head or spouse or whose sole member is at least sixty two (62) years, or two or more persons who are at least sixty two (62) years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON: A person who is at least sixty two (62) years old.
ELEMENTS OF DUE PROCESS (FOR PHA PURPOSES): Adequate notice of the action the PHA plans to take or not to take:

- An opportunity for the applicant/resident to request a hearing on the PHA's proposed action or inaction and to examine all documents, records, and regulations of the PHA relevant to the issue for hearing prior to the hearing in order to prepare a defense The resident's right to be represented by counsel at the hearing, and to bring any credible and competent witnesses to offer testimony on the issue for hearing;
- The resident's opportunity to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and
- A decision on the merits of the case.

ELIGIBLE FAMILY (Family): Low income families who are eligible for admission to the public housing program. (24 CFR section 960.102(b)).
EMANCIPATED MINOR: A minor who is self-supporting and independent of parental control, usually as a result of a court order.
ENGAGED IN OR ENGAGING IN: "Engaged in or engaging in or recent history of" criminal activity means any act within the past three years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, whether or not it resulted or results in a conviction of the applicant or participant, household members, or guests.
EXCEPTIONAL MEDICAL OR OTHER EXPENSES: Prior to the regulation change in 1982, this meant medical and/or unusual expenses which exceeded 25% of the Annual Income. It is no longer used.
EXCESSIVE COST BURDEN: Paying more than 50% of monthly adjusted income for shelter/housing.
EXCESS MEDICAL EXPENSES: Medical expenses incurred by elderly families, only in excess of 3% of annual income, which are not reimbursable from any other source.
EXTREMELY LOW-INCOME FAMILY: Families whose income does not exceed the higher of 30% of the area median income (AMI) or the federal poverty level.
FALSIFYING AN APPLICATION FOR LEASING: Includes verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead the PHA.
FAMILY: A person or group of persons, as determined by the PHA consistent with 24 CFR section 5.403, approved to reside in unit with assistance under the program. The applicant must qualify as a family as defined by the PHA. The term "Family" includes, but is not limited to, the following regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
   a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
   b An elderly family;
   c. A near-elderly family;

d. A disabled family;
e. A displaced family; and
f. The remaining member of a resident family.

FAMILY is used interchangeably with “applicant,” “resident,” and “participant.”

FAMILY OF VETERAN OR SERVICEPERSON: A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent due to hospitalization, separation, or desertion, or is divorced; provided, the family consists of one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized provided that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM): The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FLAT RENT: Rent amount, determined annually, based on the market rental value of the unit. 1) The PHA must establish a flat rent for each public housing unit that is no less than eighty percent (80%) of the applicable fair market rent (FMR) as determined under 24 CFR part 888, subpart A, or; 2) the PHA may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than eighty percent (80%) of the FMR by submitting a market analysis of the applicable market, demonstrating, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the public housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.

FOSTER CHILDCARE PAYMENT: Payment to eligible households by state, local, or private agencies appointed by the state, to administer payments for the care of foster children.

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 section 5.100.)

GOOD CAUSE: A substantial and compelling reason beyond the party’s control to show why a request should be granted or why an action or failure to act should be excused. In considering whether the party has established good cause for his or her act or failure to act, the PHA will take into consideration the length of the delay the party takes in contacting the PHA, the diligence on the part of the individual making the request, and the potential prejudice to the opposing party (e.g. the PHA). For purposes of late informal review or formal hearing requests, this may include lateness due to serious illness, medical emergencies, or agency error (e.g. where the PHA mails a resident a hearing notice scheduling the hearing for a date that has already passed).

GRIEVANCE: Any dispute which a resident may have with respect to PHA action or failure to act in accordance with the individual resident's lease or PHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

GROSSLY UNSANITARY OR HAZARDOUS HOUSEKEEPING: Includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes severe damages to the PHA's property or equipment, if it is established that the family is responsible for conditions that may seriously affect neighbors by causing infestation, foul odors, etc. Also included is the depositing of garbage or other waste in halls, or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for the family, other residents or the PHA's property.

GUEST: A person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

HCV: Housing Choice Voucher Program.

HEAD OF HOUSEHOLD: The person who assumes legal and financial responsibility for the household and is listed on the application as head of household.

HEARING OFFICER/HEARING PANEL: A person or persons selected in accordance with the PHA's grievance and hearing procedures to hear grievances and render a decision with respect thereto.

HOMELESS: As defined in the HEARTH Act:

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under twenty five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3

of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the sixty (60)-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, and faithbased or other social networks, to obtain other permanent housing.

HOMELESS PREFERENCE: A limited preference to families who, in coordination with a third party, are identified as homeless (according to the HUD definition Continuum of Care definition. Per PIH Notice 2013-15,these families are referred by a partnering homeless service organization or consortia of organizations (an organization that refers people transitioning out of a shelter, transitional housing program, or rapid re-housing program).

HOUSEHOLD: For purposes of 24 CFR part 5, subpart I, and parts 960, 966, 882, and 892, means the family and any PHA-approved live-in aide.

HOUSING AGENCY: A state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to administer the public housing program.

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN: A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 24 CFR part 570, submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 24 CFR part 570submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

PHA OF THE CITY OF SACRAMENTO: Is referred to as “PHA” or “PHA” or “HA” or the “Authority,” throughout this document.
HOUSING QUALITY STANDARDS (HQS): The HUD minimum quality standards for housing assisted under the Housing Choice Voucher (HCV) programs.
HUD: The Department of Housing and Urban Development or its designee.
HUD REQUIREMENTS: HUD requirements for the public housing and Housing Choice Voucher (HCV) programs. HUD requirements are issued by HUD headquarters as regulations. These include Federal Register notices or other binding program directives.
HURRA: The Housing and Urban/Rural Recovery Act of 1983, legislation that resulted in most of the 1984 HUD Regulation changes to the definitions of income, allowances, and rent calculations.
IMPUTED ASSET: Asset disposed of for less than Fair Market Value during two years preceding examination or recertification.
IMPUTED INCOME: HUD passbook rate times the total cash value of assets when assets exceed $5,000.
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. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income. (24 CFR section 5.615.)
INCOME: Income from all sources of each member of the household as determined in accordance with criteria established by HUD.
INCOME-BASED RENT: The resident rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its residents. However, the income-based resident rent plus the PHA's allowance for resident paid utilities may not exceed the "total resident payment" as determined by a statutory formula.
INCOME FOR ELIGIBILITY: Gross annual income.
INCOME TARGETING: The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed thirty percent (30%) of the area median income in a fiscal year.
INDIAN: Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any state.
INDIAN PHA (IHA): A housing agency established either:
By exercise of the power of self-government of an Indian Tribe, independent of state law, or By operation of state law providing specifically for housing authorities for Indians.
INITIATING THREATS: The communication of the intent to inflict harm or loss on another person or to his or her property. This includes threats of violence or acts of violence, such as verbal or physical assault or intimidation directed toward residents, PHA employees, and PHA property.
INTEREST REDUCTION SUBSIDIES: The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. This includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.
INVOLUNTARILY DISPLACED PERSON: Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

INVOLUNTARY DISPLACEMENT: Applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions.

LANDLORD: Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner. In public housing, "landlord" refers to the PHA.

LATE FEE: Charges assessed if monthly rent payments are not paid in full by the first (1st) business day after the fifth (5th) day of each month, in accordance with the PHA's *Schedule of Fees and Charges*.

LATE RENT: Monthly rent payments not paid in full by the first (1st) business day after the fifth (5th) day of each calendar month.

LEASE: A written agreement between an owner and an eligible family or individual for the leasing of a housing unit.

LIVE-IN AIDE: A person who resides with an elderly person or person with disabilities and who is essential to the care and wellbeing of the person, and is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE: A preference used by the PHA to select among applicant families without regard to their date and time of application.

LOW-INCOME FAMILY: A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MARKET RENT: The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES: Those total medical expenses anticipated during the period for which Annual Income is computed, and which is not covered by insurance. (Only Elderly Families qualify). The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT: An amount established by the PHA between zero and $50.00.

MINOR: A member of the family household (excluding foster children) other than the family head or spouse who is under eighteen (18) years of age.

MONTHLY ADJUSTED INCOME: 1/12 of the Annual Income after adjusting for any allowances.

MONTHLY INCOME: 1/12 of the Annual Income before adjusting for any allowances.

NEAR-ELDERLY FAMILY: A family whose head (including 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); or two 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 persons who are at least fifty (50) years of age but below the age of sixty two (62). The term includes two (2) or more near-elderly persons living together and one (1) or more such persons living with one or more live-in aides.

NET FAMILY ASSETS: The net cash value of equity in savings, checking, IRA and Keogh plans (tax deferred pension plans), real property, stocks, bonds, and other forms of capital investment.

The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NONCITIZENS RULE: Refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

NON PAYMENT OF RENT: If the monthly rent is not paid by the first (1st) business day after the fifth (5th) day of each calendar month, a fourteen (14) day notice to pay rent or quit and/or a three (3) day notice to pay rent or quit running concurrently will be issued.

NON PAYMENT OF RIGHTFUL OBLIGATIONS: The residents failure to pay any monies owed to the PHA, including rent and/or utilities and other charges owed to the PHA.

OCCUPANCY STANDARDS (Now referred to as Subsidy Standards): Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OTHER CRIMINAL ACTIVITY: A history or pattern of criminal activity that may threaten the health or safety of the owner, PHA staff, other residents, or persons performing a contract administration function or responsibility on behalf of the PHA (including a contractor, subcontractor, or agent).

OTHER PERSON UNDER THE RESIDENT'S CONTROL (COVERED PERSON): The person, although not staying as a guest in the unit is, or was, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident or family.

PARTICIPANT: A family that has been admitted to the PHA program, and is currently assisted in the program.

PATTERN OF ALCHOL ABUSE: Includes a determination by the PHA that the pattern of alcohol abuse might interfere with the applicant's or resident's health, safety or right to peaceful enjoyment of the premises by other residents.

PATTERN OF DRUG USE: Includes a determination by the PHA that the applicant has engaged in a pattern of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents

PATTERN OF VIOLENT BEHAVIOR: Includes evidence of repeated acts of violence (including violent criminal activities) on the part of an individual, or a pattern of conduct that may result in a danger to other residents, PHA staff, or the PHA's properties.

PRE-APPLICANT (or pre-applicant family): A family that has submitted a pre-application to be placed on a waitlist, but has not yet completed an application to qualify for the program.

PREMISES: The building or complex in which the dwelling unit is located including common areas and grounds.

PREPONDERANCE OF EVIDENCE: Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

PREVIOUSLY UNEMPLOYED: Includes a person who has earned, in the twelve 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.

PUBLIC ASSISTANCE: Welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA): A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian PHA (IHA). ("PHA" and "HA" mean the same thing.)

QUALIFIED FAMILY: A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least $500.

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998: The Act, which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

REASONABLE ACCOMMODATION: A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space.

REASONABLE CAUSE: To have knowledge of facts, although not amounting to direct knowledge, that would cause a reasonable person knowing the same facts, to reasonably reach the same conclusion based on those facts.

RECERTIFICATION: Sometimes called re-examination. The process of securing documentation of total family income and other information used to determine the rent the resident will pay for the next twelve (12) months if no interim changes are reported by the family.

RECORD OF SERIOUS DISTURBANCES OF NEIGHBORS, DESTRUCTION OF PROPERTY OR OTHER DISRUPTIVE OR DANGEROUS BEHAVIOR: Consists of patterns of behavior, which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This includes behavior which damages the unit in which the applicant resides or the other areas of the premises, or which is seriously disturbing to neighbors or disrupts sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This also includes judicial eviction in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances to neighbors and/or other individuals or damage to the property.

REMAINING MEMBER OF RESIDENT FAMILY: Person left in assisted housing after other family members have left and become unassisted.

RESIDENCY PREFERENCE: A local preference for admission of persons who reside in a specified geographic area. For this PHA, the residency preference applies to individuals who live or work in Sacramento County.

RESIDENT: Refers to participants in terms of their relation as a lessee to the PHA as the landlord. A lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by the PHA.

RESPONSIBLE ENTITY: For the public housing, Section 8 resident-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an Annual Contributions Contract (ACC) with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY: The Secretary of the U.S. Department of Housing and Urban Development (HUD).

SECURITY DEPOSIT: Any payment, fee, deposit, or charge that is imposed at the beginning of a tenancy to be used to reimburse the landlord for costs associated with processing a new resident. The security may be used: 1) to compensate the PHA for the resident's default in the payment of rent, 2) for the repair of damages to the unit other than ordinary wear and tear, caused by the resident or by a guest or licensee of the resident, 3) for the cleaning of the premises, upon termination of the tenancy, necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and 4) to remedy defaults by the resident in any obligation under the lease to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

SELF CERTIFICATION: A notarized statement or affidavit statement signed under penalty of perjury.

SERVICE PERSON: A person in the active military or naval service (including the active reserve) of the United States.

SEXUAL ASSAULT: Any type of sexual contact or behavior that occurs by force or without consent of the recipient of the unwanted sexual activity. Falling under the definition of sexual assault is sexual activity such as forced sexual intercourse, sodomy, child molestation, incest, fondling, and attempted rape. It includes sexual acts against people who are unable to consent either due to age, disability, or lack of capacity.

SEXUAL ORIENTATION: Defined as homosexuality, heterosexuality, or bisexuality. (24 CFR section 5.100.)

SINGLE PERSON: A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a resident family.

SPECIFIED WELFARE BENEFIT REDUCTION: Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means 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.

SPOUSE/PARTNER: A spouse/partner may be a person who is a boyfriend, girlfriend, significant other, spouse, or partner.

SUBSIDIZED PROJECT: A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974 Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States

Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; a Public Housing Project.

SUBSIDY STANDARDS: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

RESIDENT (Synonymous with tenant): The person or persons who execute the lease as lessee of the dwelling unit.

RESIDENT RENT: The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP): The total amount the HUD rent formula requires the resident to pay toward rent and utilities.

UPCS: UNIFORM PHYSICAL CONDITION STANDARDS (see 24 CFR sections 5.701-5.705).

UNIT/HOUSING UNIT: Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained in the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, and trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE: The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT: 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.

VAWA: The Violence Against Women Act ("VAWA") protects applicants, residents, 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.

VERY LARGE LOWER-INCOME FAMILY: Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY: A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN: A person who has served in the active military, who was called to active duty by a federal order of the United States at any time and who was discharged or released under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

WAIT POOL: A list of families organized, according to application receipt, date and time that are in the process of being determined eligible for subsidy.

WAITING LIST: A list of families organized according to HUD regulations and PHA policy that are waiting for subsidy to become available.

WEAPONS: Weapons include Firearm parts kits that are designed to or may readily be completed, assembled, restored, or otherwise converted to expel a projectile by the action of an explosive (e.g., pistol, revolver, rifle, or shotgun). An instrument that is specifically designed, made, and/or adapted for the purpose of inflicting physical damage, serious bodily

injury, or death by striking a person with the instrument . A weapon can include but is not limited to the following: Club/Blackjack/Sand Club, Nightstick, Mace. Tomahawk, Sling shot, Metal knuckles, Knife / Dagger /Dirk and Cross Bow

WELFARE ASSISTANCE: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state, or local governments. **"**Welfare assistance" means income assistance from federal or state welfare programs, and includes cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps, emergency rental and utilities assistance, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), and other Social Security benefits (e.g. Social Security retirement).

C. Glossary of Terms Used in the Non-Citizens Rule

CHILD: A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN: A citizen or national of the United States.

EVIDENCE: Evidence of citizenship or eligible immigration status means the documents, which must be submitted to evidence citizenship or eligible immigration status.

PHA (PHA): Either a public housing agency or an Indian PHA or both.

HEAD OF HOUSEHOLD: The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD: The United States Department of Housing and Urban Development.

MIXED FAMILY: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

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.

NONCITIZEN: A person who is neither a citizen nor national of the United States.

PHA: A PHA that operates public housing.

RESPONSIBLE ENTITY: The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

SECTION 214: Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE: Spouse refers to the marriage partner. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing (PIH) programs.

USCIS: The United States Citizenship and Immigration Services (formerly Immigration and Naturalization Service [INS]). This is the federal government agency that oversees lawful immigration to the United States. The USCIS is a part of the United States Department of Homeland Security (DHS).