

PERRY METROPOLITAN HOUSING AUTHORITY
OH034

ADMISSION and CONTINUED OCCUPANCY POLICY

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NOTE: All PHA policies that relate to admission and continued occupancy are also considered addenda to this policy as so listed on the last page of this policy.

INTRODUCTION

MISSION STATEMENT:

The goal of Perry Metropolitan Housing Authority is to provide decent, safe, sanitary and drug-free housing for eligible families, to promote self-sufficiency and maintain the status of “high performer” with the U.S. Department of Housing and Urban Development. This goal will be achieved by the following:

- Recognize residents/applicants’ needs and provide all available services
- Provide effective and efficient management and maintenance to all residents and properties with available resources
- Improve Public Housing Authority (PHA) management, maintenance, service delivery as well as partnerships with residents, local government, community, and other public agencies.

PURPOSE of POLICY:

The purpose of the Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the PHA to follow in determining eligibility for admission and continued occupancy to public housing. Basic guidelines for this policy fall under the jurisdiction of the U.S. Department of Housing and Urban Development (HUD) with a certain degree of latitude for local policies and procedures. The requirements contained within this policy are binding upon applicants, residents and the PHA. Federal law or regulations shall supersede any provision (s) of this policy ruled to be in conflict with applicable federal law or regulations or changes thereupon. Reference to federal regulations: 254 Code of Federal Regulations (CFR), parts 900. This policy also incorporates all other PHA policies that relate to the admission and continued occupancy of residents.

PRIMARY RESPONSIBILITIES of the PHA:

- Notify general public of the availability of public housing assistance
- Inform general public of any closure to any portion of the waiting list
- Receive applications and determine eligibility for housing assistance
- Enter into dwelling lease agreement with eligible family at move-in
- Inspect and assure all public housing dwelling units meet or exceed Housing Quality Standards
- Collect monthly dwelling rent from applicable tenants
- Conduct annual re-certifications, as required, of family composition, income and expenses for allowable deductions for all families housed for re-determination of dwelling rent and at other times when a change occurs in family composition and/or income
- Enforce all public housing rules and regulations as well as any applicable local, state or federal rules and regulations
- Provide on-going maintenance of all public housing dwelling units and all public housing property and inventory
- Provide modernization to public housing dwellings and properties as deemed necessary with available resources

OBJECTIVES of POLICY:

- Facilitate the efficient management and maintenance of the PHA in compliance with federal, state or local regulations by establishing applicable policies and procedures
- Promote the goal of decent, safe, sanitary and drug-free housing by insuring social and economic mixes of residents within each project
- Maintain fiscal stability of the PHA
- Lawfully deny admission or continued occupancy to any person (s) whose presence in a public housing neighborhood will (or is likely to) adversely affect the health, safety, comfort or welfare of other residents

and/or PHA employees or the physical environment

- Assure that all residents are caring for and capable of caring for dwelling units
- Assure that admission to and continued occupancy in public housing are conducted without regard to race, creed, color, religion, sex, national origin, handicap or familial status

OUTREACH:

- Provide all relevant information as necessary concerning the policies, procedures, and programs,
- Enter into cooperative agreements with other local service providers
- Participate in applicable programs, meetings, trainings and seminars relevant to housing, housing issues, and resident services

PRIVACY RIGHTS:

Applicants and adult residents 18 years of age and older are required to complete and sign various consent forms which authorizes the PHA to obtain information relevant to the family to determine eligibility prior to admission and during continued occupancy. The information is privately retained and will only be provided to another party through a signed release by the applicant or resident unless such disclosure is authorized under federal, state or local law.

FAIR HOUSING:

The PHA is committed to full compliance with federal, state and local nondiscrimination laws as applicable:

- *Civil Rights laws*
- *Fair Housing and Equal Opportunity*
- *Americans with Disabilities Act*

The PHA will not deny any person the opportunity to apply for or receive assistance provided through its public housing program based on race, color, creed, sex, religion, national or ethnic origin, familial status, disability or handicap.

DE-CONCENTRATION:

The PHA reviews the average household income of all family residents with children in its developments quarterly for the purpose of de-concentration of very-low income families and income mixing. Data regarding income per development is provided in the Family Certification section of Tenant Accounting. The information generated is reviewed in the following categories:

- *Average Household Income*- the average income in all developments of families with children
- *Lower Income Families*- families with income under the average
- *Lower Income Developments*- developments with average family income under the average
- *Higher Income Families*- families with income higher than the average
- *Higher Income Developments*- developments with average family income above the average

To assist in de-concentration of lower income families in one development and to provide income mixing, the PHA establishes the following:

1. Families must indicate their preference of development when applying for housing
2. Families may be transferred to another development regardless of income for medical, social, economic or educational purposes
3. Families are offered the first available dwelling appropriate for their needs regardless of income

DEFINITIONS

Aide, Live-in – a person who resides with an elderly, disabled or handicapped person(s) who: is determined by the HA to be essential to the care and well-being of the person(s); is not obligated for support of the person(s); would not be living in the unit except to provide supportive services

Assets – net family assets shall include but are not limited to the following: savings and checking accounts, market value of stocks and bonds, equity in real property and other capital investments

Contribution – monies given to a family member for a special or extraordinary purpose

Dependent – a member of the family household excluding foster children other than the family head or spouse who is under 18 years of age or is a disabled person or handicapped person or is a full-time student

Difference, Substantial – income data reported through the Upfront Income Verification system or other third party methods that differs \$200.00 or more per month from tenant-reported income

Education, Furthering – must be enrolled in an accredited learning instruction which enables family member to obtain high school diploma or equivalent or to increase wages

Employment, Actively Seeking - family member must be enrolled in an official job search program or must demonstrate independent job search activities by providing the HA with a notarized statement which includes date, time, place and results of the search.

Mixed Family- A family whose members include those with/without citizenship or eligible immigration status

Family – two or more persons sharing residency with income resources available to meet the needs of the family and who are related by blood, marriage or operation of the law or who provide evidence of a stable relationship which has existed over a given period of time, no less than sixty (60) days

Family, Low Income – family whose annual income does not exceed 80% of median income for the area determined by HUD

Family, Very Low Income – family whose annual income does not exceed 50% of the median income for the area as determined by HUD.

Family, Extremely Low Income- Extremely low-income Family is the higher of: The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty (30) percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Family, Working – Family with a member who is gainfully employed for a minimum of twenty four (24) hours per week.

Gift – monies given to a family member for no specific purpose and with no compensation required

HUD – U.S. Department of Housing and Urban Development

Income, Adjusted – total gross income less deductions (refer to Section 14)

Income, Annual – anticipated total income from all sources received by the family head and spouse and all family members 18 years of age and older (refer to Section 14)

Income, Casual – income that is neither reliable nor periodic

Income, Irregular – income that is neither reliable or periodic

Income, Monthly Adjusted – 1/12 of the adjusted income
Income, Sporadic – income that is neither reliable nor periodic

Payment, Total Tenant (TTP) – contact rent plus the Housing Authority’s estimate of the value or cost to the tenant for reasonable amounts of utilities purchased by the tenant which is not included in the contact rent

PHA – Public Housing Authority

Rent, Gross – contract rent plus the Housing Authority’s estimate of cost to the tenant of reasonable quantities of utilities determined in accordance with the Authority’s schedule of allowances where such utilities are purchased by the tenant and are not included in the contract rent

Rent, Minimum – the minimum amount of rent to be paid per month by families is \$50.00

Rent, Tenant – the amount payable monthly by the family as rent to the Housing Authority

Resident, Local – a resident of Perry County, Ohio or living within the corporation limits of the Village of Roseville

Spouse – the husband or wife of the head of household

Student – a student applying for housing must be eighteen (18) years of age or be an emancipated minor under State law and must also be income eligible.

Student, Full-Time – a person carrying a subject load considered to be full-time for students under the standard and practices of the education institution attended; includes students 18 yrs. of age and older

Temporary Residence – Lacking a residence belonging solely to the family; staying with family and/or friends.

Unemployed, Previously – a person who has earned in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the current established minimum wage

Utilities – water/sewer, electricity, gas and refuse. Telephone and cable television are not included as a utility

Violence Against Women Act (VAWA) - The same definitions of “domestic violence,” “dating violence,” and “stalking,” “sexual assault,” and of “immediate family member” are provided in Sections 606 and 607. While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions.

These are:

1. *Domestic Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:
SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

2. *Dating Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.”

3. *Stalking* – “means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ...”

4. *Sexual Assault* – “means” –

Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

5. *Immediate Family Member* - “means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.”

6. *Affiliated Individual* – means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis; or

(B) any individual, tenant, or lawful occupant living in the household of that individual.

ADMISSION & CONTINUED OCCUPANCY POLICY

Section 1

APPLICATION PROCEDURE

✦ Prior to admission to Perry Metropolitan Housing Authority, each family must fully complete the application for admission form, to be signed by the head of household. This application will contain adequate information necessary to determine all eligibility factors.

✦ The Housing Authority shall not discriminate because of race, color, sex, religion, creed or national origin in leasing or other disposition of housing or related facilities (including land) in any project within its jurisdiction covered by an *Annual Contributions Contract* under the United States Housing Act of 1957, or in the use or occupancy thereof.

✦ The Housing Authority will not charge for processing the application for admission

Section 2

ELIGIBILITY FOR ADMISSION

The applicant must meet one or more of the following as a condition of eligibility for admission

Family:

1. Two or more persons related by blood, marriage, or legal adoption who will live regularly together in the same dwelling unit; family may also include foster children and members of the family temporarily
2. Two persons sharing living quarters in what constitutes a stable family relationship that includes one child or more under the legal guardianship of either or both adult members; or
3. A pregnant woman, single or married; or
4. A family securing legal custody of one or more children; or
5. Remaining member of a tenant family (for continued occupancy purposes only); or

Single:

1. At least 62 years of age; or
2. Handicapped within the meaning of Section 202, Housing Act of 1959; or
3. One who lives alone or intends to live alone and does not qualify as an elderly family or as remaining member of a tenant family; or

Elderly:

Includes two (2) or more elderly, disabled, or handicapped persons living together, or any of these persons living with one or more live-aids; or

Handicapped:

1. Have a physical or mental impairment that is:
 - a. expected to be long term or of indefinite duration; or
 - b. Substantially impedes the person's ability to live independently; or
 - c. Is of such nature that ability could be improved by more suitable housing conditions: or

Disabled:

A person who is unable to engage in any substantial gainful activity by reason of any medically detrimental, physical or mental impairment which can be expected to result in death or which has lasted for a period of time or which can be expected to last for a continuous period of not less than twelve (12) months.

NOTE: An elderly, disabled, or handicapped person may require the care of a live-in aid defined as:

- a. Determined to be essential to the care and well being of the person
- b. Not obligated for support of the person
- c. Would not be living in the unit except to provide necessary supportive services

✦ **Ineligibility for housing:** Documentation/verification of any information relevant to the following will determine a person ineligible for housing assistance:

1. **History of criminal activity:** a person who was or is engaged in prostitution, breaking and entering, sale or use of drugs/narcotics, felony conviction or other criminal activity. Criminal activity must have occurred within the last five years to be considered grounds for ineligibility.

2. Pattern of violent behavior: evidence of repeated acts of violence that would constitute a danger to peaceful occupancy by other residents; assault; domestic violence
3. Drug related activities: evidence of confirmed drug convictions or addiction
4. Rape or sexual deviation: includes those who have been/are offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. The PHA will refuse to house any applicant who is subject to any type of registration requirement (regardless of tier level) under a state sex offender registration program.
5. Assault: initiating threats or indicating intent to assault employees, residents, guests or the property of the PHA.
6. Abandonment of a unit: former tenant of the Housing Authority that vacated without proper notice to the PHA
7. Financial: nonpayment of financial obligations or other factors detrimental to the financial stability of the PHA.
8. Falsification: falsifying information on any of the required documents of the PHA.
9. Disturbances: record of repeated disturbances or serious disturbance (s) of neighbors; destruction of property which would endanger the life, safety, morals, or welfare of other persons; physical violence, gross serious neglect, irresponsibility of premises or equipment in which the applicant resides or has resided; serious disturbance to neighbors that would indicate the applicant's inability to adapt to living in a multi-family development which also includes neglect of children that might endanger their health, safety or welfare or other social acceptability.
10. Termination of tenancy: termination in previous housing at the request of the landlord or eviction or on the grounds of non-payment of rent, nuisance, poor behavior, criminal activity, lack of proper care of property, and/or repeated disturbances to neighbors
11. Eviction: eviction from assisted housing in the prior three (3) years
12. Unsanitary or hazardous housekeeping: includes the creation of a fire hazard through hoarding of rags, papers, etc, damage to premises by infestation, foul odors, garbage not properly disposed, or serious neglect of premises to warrant unsanitary conditions
13. Disregard: disregard for rules of occupancy and rights of others
14. Infections/Diseases: Person with contagious or infectious disease that can be certified by a physician or public health official that would be detrimental to the well being of current residents
15. Minors: Head of household must be eighteen (18) years of age or older
16. Home visit: Applicant must cooperate with the PHA's request to conduct a home visit
17. Information: must complete all required forms and furnish all required information requested by the PHA
18. Independent living: must be capable of living independently or secure own assistance
19. Financial obligation: any former tenant who has vacated a unit within the Authority or any other PHA with an outstanding financial obligation to the Authority will not be considered eligible for re-admission until the balance owed is paid in full and adequate verification is provided
20. Citizens/immigrants: housing is restricted to United States' citizens and legal immigrants.

✦ Solvency:

1. Avoiding concentration of most economically and socially deprived families in any one or all developments.
2. Precluding admission of applicants whose habits and practices are expected to have a detrimental affect on the development and/or its residents

✦ Admitting eligible applicants at such rents to achieve, maintain, or improve the solvency of the PHA but not to exclude applicants of a particular group, race, sex, color, religion or national origin; to stimulate interest and increase applications from wage earners and two (2) parent families having greater potential for stability

✦ To improve the solvency of the Housing Authority and to increase the availability of housing to working families; no more than 40% of very-low income families will be housed in any calendar year.

✦ Any over-income family may be housed on a month-to-month basis provided there are no eligible families within the income limits on the waiting list for that month. If an eligible family becomes available, the over income available, the over-income family will be issued a thirty (30) day notice to vacate.

✦ Assignment: All applicants will be assigned to the waiting list in a sequence based upon preference points, unit size

required and date/time of application. As vacancies occur, the first several applicants at the top of the waiting list with completed applications will be notified of the available. At this time, the PHA will conduct the criminal background investigation. If the applicant rejects the offer to lease the unit, their application will be removed from the waiting list. Notification of availability to applicants will be either by telephone, mail or both stating that the appropriate bedroom size is becoming available with a projected lease-up date. If the applicant is willing to accept occupancy of the unit and can provide acceptable evidence to the PHA of his/her inability to move at that time, refusal of the offer will be documented but will not constitute removing the applicant's name from the top of the waiting list. An indication of continued interest must be given in writing or by telephone no later than seven (7) days from date of notice of availability.

✦ Preferences: Each application is screened for preferences based upon information from the application. Applicants are placed on the waiting list by preference points and date/time of the application using the following point system:

- Natural Disaster (currently subsidized) = 8 points
- Natural Disaster (not currently subsidized) = 7 points
- Homeless = 7 points
- Domestic Violence = 6 points
- Veteran = 5 points
- Elderly/Disabled/Handicapped = 4 points
- Temporary Residence = 4 points
- Working family in top 50% of median income = 4 points
- Working family in lower 50% of median income = 3 points
- Local resident = 2 points

Description of Preferences:

- a. Natural Disaster (Currently Subsidized): was a subsidized housing resident in another jurisdiction displaced by a federal and/or state declared natural disaster.
- b. Natural Disaster, (Not Currently Subsidized): was a resident in the private sector
- c. Homeless: lacks a fixed and regular residence and is using any of the following for residency: public or private shelter designed for temporary living, institution that provides temporary residence for persons intended to be institutionalized, a public or private place not designed for residency on a continuous basis
- d. Temporary Residence: Family lacks their own residence and are staying on a temporary basis with family and/or friends.
- e. Domestic Violence: Tenant/Applicant must certify either by:
 - a. complete and deliver a HUD-approved certification form (HUD-50066); or
 - b. provide documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse. This documentation must be sworn under penalty of perjury; or
 - c. provide a Federal, State, tribal, territorial, or local police or court record.
- f. Local: A current resident who presently resides or works in Perry County, Ohio; also includes those living and/or working within the corporation limits of the Village of Roseville, Ohio
- g. Veteran: Service man/woman of the United States Armed Forces included on the application that must be in active status, good conduct status or a veteran with written verification of honorable discharge
- h. Working Family: Those families whose head or spouse are employed (no less than 20 hours per week) and whose income is recognized under HUD's definition of *annual income*. Those in the upper 50 % of their income range (by household size) will receive more preference than those families below 50% of their income range.
- i. Elderly, Disabled or Handicapped: Applicants 62 years of age or older or those receiving Social Security (SS), Social Security disability (SSI) benefits or any other type of recognized payment based on the inability of the individual's (head or spouse) inability to work will be considered except when the disability is based solely on any drug or alcohol dependency.

✦ Other considerations: age and/or disability (elderly, disabled or handicapped) will be given preference for units specifically designed for such persons (as defined in Section 2)

✦ No applicant for public housing 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.

Section 3.

PROCESSING APPLICATIONS

✦ Written application must be signed by head of household (18 years older) that seeks housing within the jurisdiction of the Housing Authority

✦ All information relative to previous housing, family income, assets, preference, criminal history, etc will be verified in writing and become a part of the applicant's file. The Housing Authority reserves the right to deny housing to any applicant whose past records may indicate him/her to be a serious threat, detriment or unsuited to the type of housing project available. Verification may also include a home visit to the current dwelling unit.

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

1. Eligibility that no back monies are owed to any previous landlord
2. Eligibility as a family, single person, elderly, handicapped or disabled
3. Eligibility regarding income limits for admission
4. Eligibility with regard to standards for admission
5. Size of unit required for applicant
6. Preference of applicant
7. Total tenant payment to rent and utilities

✦ Net family income will be computed in accordance with definitions and procedures set forth in this instrument

✦ The Housing Authority representative will certify to the actions taken in writing regarding each application

✦ If more than one hundred eighty (180) days have elapsed between the date of determination of eligibility of the applicant family and the tentative date scheduled for admission for occupancy, all eligibility factors will be re-verified in order to be considered current.

✦ Applicant must provide Social Security cards for all family members for whom the Social Security Administration has issued a number. If a family member has not been issued a Social Security number, the PHA will assign an alternate identification number to be used until the Social Security number has been issued. If a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household's date of admission. The assistance applicant may become a participant, so long as the documentation required is provided to the PHA within 90 days from the date of admission into the program. The Housing Authority will use an HUD Alternate ID until the family provides the required SS card or something from a Federal/State Agency. Failure to provide the information within 90 days of admission the whole family will be terminated from the program.

✦ Applicants are responsible to keep their application current (i.e. income, assets, household composition, deductions, etc.).

Section 4.

REJECTING AN APPLICATION:

An application may be rejected for any of the following:

1. Person currently engaged in illegal drug activity
2. Fugitive felons, parole violators and persons fleeing to avoid prosecution, custody or confinement after conviction
3. Persons convicted for producing methamphetamine on federally assisted housing property
4. Negative landlord/personal reference response
5. Failure to meet past financial obligations
6. Previous criminal history in past 60 months
7. Income exceeds eligibility guidelines
8. Giving false information on application
9. Refusal to cooperate with a home visit
10. Inability to have utilities established
11. Failure to complete all required forms and/or supply all required information
12. Head of household is a minor (under 18)
13. Not a U.S. citizen or legal immigrant
14. Sex offenders who are required by law to maintain permanent/lifetime registration with a State program
15. Persons whom the PHA determines it has reasonable cause to believe that their illegal drug or alcohol abuse threatens the health, safety or interferes with the peaceful enjoyment of the premises by other residents
16. Persons evicted from federally assisted housing for drug-related criminal activity less than three (3) years ago unless person has successfully completed a rehabilitation program which has been documented, provided to the PHA and approved by the PHA.

Section 5

LEASING:

- ✦ Prior to admission, a briefing will be scheduled with the applicant to review the basic policies and procedures of the PHA, the terms of the dwelling lease and overall expectations of the applicant as a tenant of the PHA.
- ✦ Prior to admission, a lease shall be executed by PHA and the head of household, the head of household being legally and morally responsible for the family members identified in the application and the lease.
- ✦ If a tenant transfers within the Housing Authority, a new lease will be executed for that unit; current security deposit for the new unit must be paid and/or a refund issued if no monies owed to PHA.
- ✦ If a change in the status of the head of household occurs, a *Modification of the Dwelling Lease* form will be completed and signed by head of household and spouse or co-head, if applicable, and the PHA.
- ✦ If a change occurs in the household composition (addition or deletion of a family member(s), a *Modification of the Dwelling Lease* form will be completed and signed by the head of household and spouse or co-head, if applicable, and the PHA.
- ✦ Rent adjustment will not constitute the execution of a new lease but will be administered through the execution of HUD form 50058
- ✦ Conditions and requirements of the lease become a part of this policy by reference
- ✦ The gas and/or electric utility must be in name of head of household, spouse or other responsible party prior to executing the dwelling lease which has been confirmed to the satisfaction of the PHA.

Section 6.

SECURITY DEPOSIT:

A security deposit based on bedroom size is required at the time of admission in the form of a check or money order as follows:

Bedroom Size	Amount of Security Deposit
One Bedroom:	\$150.00
Two Bedroom:	\$200.00
Three Bedroom:	\$250.00
Four Bedroom:	\$300.00

This deposit is held by Management in a security deposit fund in the PHA's depository during the tenancy of the family. The security deposit can only be applied to unpaid rent and/or damages or other charges owed the PHA at the time the tenant surrenders possession of the dwelling unit; any remaining balance is paid to the head of household within thirty (30) days from surrender of the unit. The disposition of the security deposit will either be refunded in full or part with written notification supplied within thirty (30) days from termination of tenancy. If a family transfers, the deposit will transfer with the tenant. However, if the original deposit paid differs from the current required deposit, the tenant shall pay the difference or if the deposit is more, the PHA will either apply the difference to unit prep/damages or refund to tenant.

Section 7.

UNIT SIZE REQUIREMENTS:

The following standards will determine the number of bedrooms required to accommodate a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy of dwelling units:

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

- Children under two (2) years of age may occupy the same bedroom as parent (s) or legal guardian
- Separate bedrooms are required for children of the opposite sex
- Separate bedrooms are required for those of a different generation
- Separate bedrooms may be issued for medical purposes upon written approved verification

Section 8.

ELIGIBILITY FOR CONTINUED OCCUPANCY:

Eligibility for continued occupancy will be determined at least once per year in accordance with an established reexamination schedule with the first reexamination scheduled not more than twelve (12) months from the date of admission. The family must also be in good standing with the PHA with no serious repeated lease violation(s) and/or any other rules/regulations of the PHA.

Section 9.

ANNUAL REEXAMINATION:

The annual reexamination will be conducted every twelve (12) months from the date of admission for families whose rent is income based. Families who choose to pay flat rent will be reexamined every three (3) years; however, household composition will be verified annually. The reexamination will determine any change in the family status and rent calculation.

Section 10.

INTERIM REEXAMINATION:

An interim reexamination will be conducted on families paying income based rent at any time there is an increase or decrease in income, family composition or child care expenses or if the resident is conceded at fault for not reporting or supplying information for the determination of rent. An interim reexamination will also be completed when the family has a one time non-recurring medical expense that is not reimbursed (when applicable).

Section 11.

CONTINUED OCCUPANCY:

The tenant must meet the eligibility for admission requirements as defined in Section 2 or be the remaining adult member (s) of a tenant family.

Section 12.

RENT REVIEWS:

Families paying income based rent will be reviewed at least once per year at the time of annual reexamination or at other times as deemed necessary to determine eligibility for continued occupancy. When rent is established, such rental rate will remain in effect until the next annual reexamination or if circumstances occur that warrant a review of household income and/or composition. Rent and income reviews will be conducted for any of the following reasons:

- Change of Lessee
- Income: receipt, discontinuance and/or change in household income
- Household Composition: increase or decrease in household composition
- Incorrect Rent Calculation: information has been verified that the rent determination is not accurate. Adjustments will be made for the appropriate rental charge. Any differences owed to the PHA will be assessed to the tenant. Any differences owed to the tenant will be credited to that tenant.
- Effective Date of Rental Increase: tenant will be given to the first of the second month for effective date of rental increase except in the case of misrepresentation of information by the tenant; the rent adjustment will be effective beginning with the month in which the increase in income occurred.
- Notification: tenant will be immediately notified in writing of any change in rent resulting from a rent review
 - a. Rental decreases will become effective the first day of the following month
 - b. Rental increases: family is given a minimum of a 30 day notice; increased rent would be due at the beginning of the next month after the 30 day notice.
- Earned Income Disregard: rent will not be increased for a twelve (12) month period beginning on the date the employment began when the increase is the result of a family member who:
 - a. was unemployed for at least 12 months; or
 - b. is participating in a self-sufficiency program, job training or Section 3 of HUD Act of 1968 (as amended, 1992)
 - c. is or was in the past 6 months, receiving welfare.
 - d. after the 12-month period has ended, a phase-in period of not more than 50% of the total rent increase that otherwise would have been applicable will be charged. This benefit now applies for a straight 24-month period, with clear start date and end date, irrespective of whether a family maintains continual employment during the 24-month period. PHA will track the start date, the 12-month date on which the amount of the disregard may change from 100

percent to 50 percent of earned income, and the 24-month end date. rent will not increase for a twelve month period beginning on the date the employment began when the increase is the result of a family member who:

- Was unemployed for at least 12 months; or
- Is participating in a self-sufficiency program, job training or Section 3
- Is or was in the past 6 months, receiving welfare.

EID program is one time in subsidized housing.

e. When calculating the income disregard the HA will use the current income of the employed person as a baseline income. If two or more adults in one household become employed and only one received income before employment, the same baseline income will be used for both/all.

• Sanctions: rent will not be reduced if the decrease in income is a result of a sanction imposed by a governmental program.

• Choice of Rent: Each tenant family will be required to make the choice to pay flat rent or income based rent at move-in and at each annual recertification. Flat rent is determined annually per bedroom size based upon several factors including current payment standards, fair market rent, value of the property and rent reasonableness. Those families choosing flat rent are not required to complete a full annual recertification if they have remained on flat rent for 12 consecutive months, only at the end of 36 months if they have remained on flat rent during that time. A family may change from flat rent to income based rent when the following is verified:

- a. Decrease in family income from loss or reduction of employment, death, reduction in assistance
- b. Increased medical, child care, education, and transportation expenses. Families choosing to go from flat rent to income based rent at an interim or annual recertification cannot change back to flat rent until the next scheduled annual recertification.

Community Service: Community Service is "The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities." (See 24 CFR 960.601(b)).

Community service and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute 8 hours per month of community service, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR 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 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification

The PHA must give the family written description of the service requirement, and of the process of claiming status as an exempt person and for PHA verification of such status.

The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt persons.

The PHA must review family compliance with service requirements and must verify such compliance annually at least 30 days before the end of the 12-month lease term.

If qualifying activities are administered by an organization other than the PHA, the PHA may obtain verification of family compliance from such third parties or may accept a signed certification from the family member that he or she has performed such qualifying activities

The PHA must retain reasonable documentation of service requirement performance of exemption in a participant family's files.

The PHA must comply with non-discrimination and equal opportunity requirements on LEP (limited English proficiency) and affirmatively further fair housing in all their activities in accordance with the AFFH (affirmative further fair housing) Certification

If qualifying activities are administered by an organization other than the PHA (welfare agency) a family member who is required to fulfill a service requirement must provide the following:

- Documentation from a third party
- Or the PHA resident verification form

Refer to the community service policy for exemption.

Section 13.

VERIFICATION OF APPLICANT/TENANT STATEMENTS AND INCOME:

✦ Applicants and tenants will be required to furnish verification of their statements when required by the PHA to assure accuracy of needed information.

✦ Certification by applicants is normally considered sufficient verification of family composition.

✦ All income, assets, and expenses related to allowable deductions will be verified at the time of application, admission, and/or annual recertification through third party verification. The PHA will make 2 attempts within a 30 day period to verify by written third party method. If verification source fails to respond, the HA will then attempt to obtain information orally. If the PHA is unsuccessful in obtaining the appropriate information, it will be the applicant/tenant's responsibility to provide adequate documentation for the PHA to review. In the case of conflicting information, the PHA must:

- a. Resolve any discrepancies by following up, as necessary with the third party, the family or both
- b. Document the resolution and leave a clear audit trail in the tenant file

✦ Criminal background checks: PHA strives to conduct a thorough background check on each adult applicant; applicant is required to sign a *Release of Information Authorization*. The PHA, thus, will conduct a background investigation with the Bureau of Criminal Investigation, *PIC* and any other agency as needed that can provide information relevant to the applicant/applicant's family. The same will be performed for each adult member of the household at their annual recertification. Refer also to Section 9.

✦ For those claiming disability, as defined in the *Social Security Act* but are not receiving Social Security benefits will be required to provide a physician's certification noting a disability exists and projected length of such disability.

✦ All determinations will be fully documented in applicant/tenant file.

✦ *Information Release* forms will be signed by all family members 18 years of age and over. This release is used to acquire certain information specified on the form necessary to assess the eligibility of the applicant/tenant for housing assistance.

✦ The Housing Authority uses HUD's *Enterprise Income Verification (EIV)*, *Tenant Accounting Sub System*, the *Internal Revenue Service*, the *Social Security Administration*, credit reports and any other available federal, state or local information to verify certain types of income, income discrepancies and other relevant information.

✦ When applicant/tenant claims zero (0) income, the family is required to complete an income/expense statement prescribed by the PHA at each annual recertification; the PHA will verify no less than quarterly if the *EIV* system reports income for that individual. The PHA reserves the right to request statements from the family at any time if they deem it necessary.

Section 14.

ANNUAL INCOME:

✦ Annual income is the anticipated total income from all sources received by the family head, spouse (even if temporarily absent) and by each additional family member, including all net income derived from assets for the twelve month period following date of initial occupancy and for each year thereafter, exclusive of income that is temporary, nonrecurring or sporadic.

✦ Annual income includes, but is not limited to:

a. Full amount (gross earnings before any deductions) of wages and salaries including compensation for overtime or other compensation for personal services (commissions, fees, tips, etc.)

b. Net income from operation of a business or profession; expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.

c. Interest, in dividends, and other net income of any kind from real or personal property; expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine net income from real or personal property

d. Net family assets (all annual assets in excess of \$5,000) will 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

e. Full amount of periodic payments received from Social Security, annuities, insurance policies, retirement fund, pensions, disability or death benefits and other similar types of periodic receipts.

f. Payments in lieu of earnings (unemployment, disability, workers compensation and severance pay); lump sum amounts that also include regular monthly payments will be included.

g. Welfare assistance payments

h. Periodic and determinable allowances such as alimony, child support, regular or reoccurring contributions or gifts from persons not residing in the dwelling.

i. All regular pay, special pay and allowances of a member of the Armed Forces, regardless if living in the unit who is the head of household, spouse, or other persons whose dependents are residing in the unit.

j. Payments received for the support of a minor; a minor is defined as a member of the household who is under the age of 18

k. All income paid to a member of the household 18 years of age or older

✦ Income that is not included as annual income, but must be reported and verified:

a. Casual, sporadic, or irregular

b. Amounts that are specifically for or reimbursement of the cost of medical expenses

c. Lump-sum additions to family assets (inheritances, insurance payments including payments under health and accident insurance or workers' compensation, capital gains and settlement for personal or property losses.

1. Any amount of the lump sum that is placed in an interest bearing account will be treated as an asset.

2. All lump sum additions to assets will be verified in the same manner as income and assets from its source

3. There is no time limitation in reference to the disbursement of the lump sum

4. Lump-sum additions under \$480.00 will not be counted by the Housing Authority and need not be verified.

d. Lump-sum payments from Social Security or Supplemental Security Income, however if the lump-sum is placed in an interest bearing account it will be counted as an asset

e. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes that are available for subsistence are to be included as income

f. Hazardous duty pay for a family member of the Armed Forces away from home exposed to hostile fire

g. Earnings in excess of \$480.00 from employment of children under (18) years of age

h. Payments received for the care of foster children

i. Amounts specifically excluded by any other Federal statute for consideration as income for purposes of

determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Housing Act such as:

1. Relocation payments made under Title II of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*
2. Value of the allotment provided to an eligible household for coupons under the 1973 *Food Stamp Act*
3. Payments to volunteers under the *Domestic Volunteer Services Act of 1973*
4. Payments received under the *Alaska Native Claims Settlement Act*
5. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes
6. Payments or allowances made under the Department of Health and Human Services *Low-Income Home Energy Assistance Program*
7. Payments directed from the *Job Training Partnership Act*
8. Incremental income 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 as resident management staff. Program must have clearly defined goals and objectives. Earnings excluded only for the period during which the family member participates in the training program
9. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
 - j. Payments received from programs funded under Title V of the *Older American Act of 1965* such as the Green Thumb and Senior Aide programs
 - k. Amounts received by family member for or in reimbursement of out-of-pocket expenses which are made to allow participation in specific programs; must be verified by documentation from the agency providing income or from the program in which the family participates.
- l. Resident stipends (not to exceed \$200.00 per month) received by the resident for performing a service for the PHA on a part time basis that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time:
 1. If a resident receives two separate stipends for two separate activities, the stipend for the lowest dollar amount will be included as income. If both stipends are less than \$200.00 but together total more than \$200.00 any amount over \$200.00 will be counted as income.
 2. More than one family member may receive a resident stipend for the same period of time
 3. Types of activities that may be counted as stipends may include, but are not limited to lawn maintenance, resident initiatives coordination, serving on the resident council, neighborhood watch
- m. All amounts received under training programs funded by HUD
- n. All STABLE (ABLE) Achieving a better life Act 2014 accounts are exempt as income and/or assets

✦ Allowable deductions: annual income is defined as total family income less the following:

1. \$480.00 for each member of the family residing in the household other than head or spouse who is:
 - a. Seventeen (17) years of age or younger
 - b. Eighteen (18) years of age or older who is disabled, handicapped or a full time student
2. \$400.00 for any elderly family
 - a. 62 years of age or older
 - b. handicapped
 - c. disabled
3. Medical and dental expenses in excess of 3% of annual income not covered by medical insurance applicable for elderly, disabled, handicapped and working families:

- a. All allowable expenses identified in *Internal Revenue Service Publication 502 Medical and Dental Expenses* (pages 4, 6-12)
- b. Expenses the family anticipates to be paid during the 12 months after recertification
- c. Un-reimbursed expenses paid during the past 12 months may be used to estimate family's medical expenses
- d. Past one time nonrecurring medical expenses that have been paid in full may be used in the calculation of the

medical expense deduction if the one time expense was not used for an interim recertification in the prior year

4. Child care expenses:

- a. Anticipated to be paid for care of child under 13 years of age
- b. Care is necessary to enable family member to be gainfully employed, actively seeking employment or further his/her education
- c. Amount deducted for child care cannot exceed amount earned by family member. If two or more family members are employed the income of the highest wage earner will be used.
- d. Expenses will not be considered if reimbursed; if a portion is reimbursed, only the portion remaining will be considered as an expense
- e. Child care expenses may not be disallowed because there is an unemployed adult family member that may be available to provide childcare.
- f. The HA may not decide the type of childcare available for the participant's children.
- g. Child care expense must be reasonable; the hours and days must coincide with the time the family member works, is actively seeking employment and/or attending school. This standard is for in-home care as well as day care centers
- h. Child care expense are allowable for transportation and study time
- i. If child care expenses are incurred by two households with split custody the total annual child care expense will be divided by twelve months and each household given the deduction for the number of months the child/children reside with them.
- j. More than one family member may qualify for child care deduction

5. Disability assistance expenses:

- a. Reasonable expenses that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed:
 1. Reasonable expenses must coincide with the disability of the participant
 2. Attendant Care and Auxiliary Apparatus Expenses must assist in meeting the medical needs of the disabled person
 3. Disability assistance expense must enable the disabled person or family member/members responsible for caring for the disabled person to work. If more than one family member is able to work both/all incomes are included in the cap.
 4. If an apparatus is not used exclusively by the person with disabilities the expense will be divided by the number of individuals using the apparatus and that amount will be used as the deduction.
 5. If both child care and disability expenses are needed to enable a person/family to work:
 - a. The child care will be based on the income of the person with the highest income
 - b. Disability expenses will be based on income of all persons who are enabled to work.
 - c. The expenses may not be paid to a member of the family nor reimbursed by an outside source.
 - d. This deduction may not exceed the income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.
 6. Expenses related to a service animal (food, grooming, veterinary bills, etc.)
 7. \$480.00 for each working family or if an adult member is enrolled in an accredited program (college, university, technical or vocational school).

ANNUALIZATION OF INCOME:

When PMHA cannot readily anticipate income based upon current circumstances due to seasonal employment, unstable working hours, self-employed, temporary agency and suspected fraud PMHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. For fluctuating income historical data can be tax returns or year to date totals to anticipate income. The client may submit other information for PMHA's review to consider so the income projections are not based on history. Depending on verification of new employment provided and the length of time the client has been employed with the new employer PMHA will require the client to provide verification within three (3) months to recalculate the anticipated income.

Section 15.

CASUAL, IRREGULAR, SPORADIC INCOME

Income that is casual, irregular, or sporadic will be projected at the annual recertification using third party verification of past income. If tenant can verify his/her income has decreased for three consecutive months, he/she may request an interim reexamination be completed to avoid overestimating/underestimating income

Section 16.

TOTAL TENANT PAYMENT:

Families will be offered two (2) rent options:

1. Rent based on income: total tenant payment shall be the highest of the following, rounded to the nearest dollar:
 - a. 30% percent of adjusted income or 10% of gross income
 - b. \$50.00 minimum rent:
 1. The PHA will suspend the minimum rent for all families who claim a hardship. The PHA will determine if the hardship meets the criteria for exemption and whether it is temporary or long-term. Temporary is defined as lasting less than ninety (90) days
 2. The PHA may not evict the family for nonpayment of minimum rent during the 90 day period beginning the month following the family’s request for a hardship exemption.
 3. If the PHA determines that there is no qualifying hardship or if the hardship is determined to be temporary, the minimum rent will be reinstated and resident will be responsible to pay the minimum rent from the time of suspension. A repayment agreement can be executed between the resident and the PHA if the amount cannot be paid in full when due.
 4. If the PHA determines that there is a qualifying long term hardship, the minimum rent will be exempt for the duration of the hardship. Criteria for hardship exemption:
 - a. The family has lost eligibility or is awaiting an eligibility determination for federal, state, or local assistance
 - b. the family would be evicted as a result of the imposition of the minimum rent requirement
 - c. The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD
 - d. Re-certifications are performed annually for any long-term hardship family
2. Flat rent: Flat rent is determined by bedroom size annually by using data which includes: fair market rent, rent reasonableness and payment standards; current flat rent are as follows:

Unit Size	AMP OH034-001		AMP OH034-002	
	<i>James L. Brown Terrace Hts.</i>	<i>Countryside Court</i>	<i>Parkview Arms</i>	<i>Meadowview</i>
1BR	\$494.00 + \$5.00	n/a	n/a	n/a
2BR	\$485.00	n/a	\$567.00	n/a
3BR	\$586.00	\$770.00	\$785.00	\$770.00
4BR	\$680.00	n/a	\$890.00	n/a

METHOD OF PRORATION WHEN THE TTP (TOTAL TENANT PAYMENT) IS GREATER THAN THE FLAT RENT:

When the mixed family’s TTP is greater than the flat rent, the PHA must use the TTP as the mixed family TTP. The PHA subtracts from the mixed family TTP any established utility allowance, and the sum becomes the mixed family rent.

- a. Re-certifications will be performed every three (3) years

b. Can change to income based rent at any time if they verify a qualifying hardship

Section 17.

UTILITY ALLOWANCES:

After a total tenant payment (ttp) has been determined, an amount will be deducted to allow for the balance of utilities not furnished by the PHA. Utility allowances are reviewed annually and are subject to change. Utility allowances for the period 2-01-2020 through 1-31-2021 are as follows:

Unit Size	AMP OH034-001		AMP OH034-002	
	<i>James L. Brown Terrace Hts.</i>	<i>Countryside Court</i>	<i>Parkview Arms</i>	<i>Meadowview</i>
1BR	Provided by PHA	n/a	n/a	n/a
2BR	\$232.00	n/a	\$ 89.00	n/a
3BR	\$330.00	\$128.00	\$100.00	\$128.00
4BR	\$352.00	n/a	\$108.00	n/a

Section 18.

INCOME LIMITS:

The U.S. Department of Housing and Urban Development establishes income limits annually per state per county; the family’s total adjusted gross income cannot exceed that amount upon initial occupancy. These amounts are subject to change each year. The current income limits effective April 2019 are:

<u>Income Range</u>	<u>1 Person</u>	<u>2 Persons</u>	<u>3 Persons</u>	<u>4 Persons</u>	<u>5 Persons</u>
Very Low	\$22,900	\$26,200	\$29,450	\$32,700	\$35,350
Extremely Low	\$13,750	\$16,910	\$21,330	\$25,750	\$30,170
Low	\$36,650	\$41,850	\$47,100	\$52,300	\$56,500
<u>Income Range</u>	<u>6 Persons</u>	<u>7 Persons</u>	<u>8 Persons</u>		
Very Low	\$37,950	\$40,550	\$43,200		
Extremely Low	\$34,590	\$39,010	\$43,200		
Low	\$60,700	\$64,900	\$69,050		

To improve the solvency of the PHA and to increase the availability of housing units in the very low income development (Parkview), units may be leased to families falling within the low income range of the income limits.

OVER-INCOME LIMIT:

To be eligible for admission to Crooksville or Roseville Public Housing, the family’s annual income must be within the low-income limit set by HUD. This means the family’s income cannot exceed 80 percent of the median income for the area. An extremely low income family is the higher of: The poverty guidelines established by the Department of Health and Human Service applicable to the family size involved or thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income if HUD finds that such variations are necessary because of unusually high or low family incomes.

Income limits apply only at admission. However, if a family has income greater than 120% of the area median income, they will only be permitted to reside in public housing for 24 months. If the family income drops below 120% of the area median income, the family will not be time limited in public housing. Should the family income later be above 120% of area median income, the 24 month time limit starts over.

Section 19.

GRIEVANCE:

All grievances arising from the standards established in the *Admission and Continued Occupancy Policy* or from the dwelling lease will be processed and resolved pursuant to the terms of the *Grievance Procedure* which is posted in the Management Office.

Section 20.

MISREPRESENTATION

The tenant will be notified in writing of any misrepresentation or lease violation that are revealed through annual re-certifications, interim reexaminations or other types of occurrences. Any corrective action required by the PHA will be documented and become a part of the tenant file.

Section 21.

TERMINATION OF TENANCY

✦ The PHA will terminate a lease for drug and/or criminal activity on or off the premises by any member of the tenant's household and reserves the right to conduct criminal background checks after occupancy.

✦ The Housing Authority may terminate or refuse to renew a lease for violation of specific terms of the lease or for misrepresentation. The tenant will be notified by a Notice of Termination of Lease combined with a *Notice to Leave Premises* which will include:

1. Notice date
2. Tenant Name
3. Tenant address
4. Account number of tenant
5. Lease termination date
6. Reason for termination
7. Date to leave premises

✦ If the tenant desires to voluntarily vacate the unit, an *Intent to Vacate* form must be completed by the tenant that includes the following:

1. A 30 day written notice; rent is charged for remaining number of days in occupancy. If the tenant fails to provide a full 30 day written notice, the HA will retain the full amount of the security deposit. An exception may be made for extenuating circumstances at the discretion of the Housing Authority.
2. Name of tenant and identification of unit
3. Date of intent to vacate
4. Reason for vacate
5. Forwarding address

✦ An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The PHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The PHA may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's and other orders issued to protect the victim and discussed to address the distribution or possession or property among household members where the family "breaks up."

There is no limitations on the ability of the PHA to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the PHA evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.”

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The PHA may require certification by the victim of victim status on such forms as the PHA and/or HUD shall prescribe or approve.

✦ The authority reserves the right to revoke this notice upon written request of the tenant and provided the unit has not been obligated to another family

Section 22

SECOND CHANCE POLICY

The Second Chance Policy is an eviction prevention program intended to improve the personal habits of residents in several areas, particularly in the areas of budgeting/payment of bills, parenting skills, housekeeping skills, and personal/family development. The main objective is to provide an alternative to eviction for a family that has violated a non-criminal portion of the lease. The family must sign an agreement which outlines their obligations in this program and is also a condition of continued occupancy. The family is also placed on a twelve (12) month probationary period. If any portion of the agreement is violated during the twelve (12) month probationary period, the Housing Authority will proceed with appropriate action for eviction.

Section 23.

PET OWNERSHIP

As per HUD guidelines, it has been determined that families living in public housing may be allowed to have one common household pet. Families must strictly adhere to all rules and regulations of the Housing Authority’s *Pet Policy* and *Pet Agreement* which will be provided as an addendum to the tenant/management lease and will be fully executed by both parties thereto. An additional Security Deposit equal to the deposit required on the family’s size unit must be paid before the pet is brought onto the premises for occupancy. An annual pet fee will also be assessed at the family’s annual recertification. A comfort/assistant animal may be needed for a disabled tenant, whereby appropriate documentation must be provided by the family prior to bringing the animal on the premises. The family is to sign the Comfort Assistant Animal Policy and abide by all rules and regulations within the policy.

Section 24.

GUEST POLICY

Tenants are permitted to have guests providing reasonable accommodations are available within the dwelling unit. Guests staying overnight are to be reported to the Management Office and the proper forms completed. Guests must park in designated visitor areas and consumption of water must remain reasonable. Persons staying beyond 14 days within a 12 month period without advance notification to Management will not be considered a guest but rather a lodger or boarder which is a violation of the dwelling lease; except in the case of a joint custody issue where two assisted households legitimately share custody or familial visitation of a child/children. It is against the law to have the same person listed in two leases; therefore the child/children live in one household and is/are visitors in the other household. Guests are required to observe all rules and regulations set forth by the Housing Authority.

Section 25.

UNIT INSPECTIONS

All dwelling units will be inspected by Management with the tenant prior to move-in to access the overall condition of the unit. This inspection will be documented, signed by the tenant and Management and a copy provided to the tenant. All dwelling units are inspected approximately thirty (30) days after tenant takes possession. Other inspections are conducted by Management by prior advance written notice to the tenant. Inspections of two, three and four bedroom units are conducted at approximate six (6) month intervals or as deemed necessary by Management. One bedroom units, all of which are designated for elderly and/or disabled, are typically inspected once per year. Upon tenant surrendering possession the dwelling unit, a move-out inspection is conducted by Management with the tenant to access the overall condition of the unit. The inspection will be documented, signed by tenant and Management and a copy provided to the tenant within thirty (30) days of vacating the unit if a forwarding address is available. If it is necessary to complete more than two (2) non-routine inspections in a twelve (12) month period due to below standard housekeeping standards and/or unreported damage to the dwelling, the lease will not be renewed at the next scheduled annual recertification.

Section 26.

DISSOLVING OF FAMILY UNIFICATION

If a family dissolves, it is handled on a case-by-case basis. It will be the sole discretion of Perry Metropolitan Housing Authority to determine which family member might remain in the unit. In most circumstances, the assistance will remain with the adult family member with custody of a minor child/children and/ or a disabled or handicapped individual.

Section 27.

APPOINTMENTS MISSED

✦ Families will be given two (2) appointments for most processes if needed.

✦ If the family fails to appear, notify or re-schedule the required appointment, the PHA may begin termination procedures for failure to comply. The applicant/tenant will be notified of the opportunity for an informal hearing pursuant to the grievance procedure; the ruling of the hearing officer shall prevail on the matter.

✦ If applicant/tenant professes they did not receive a notice, letter, etc. from the PHA which requested their presence at a specified time and place or to provide information to the PHA, and if a copy of the same is available in the applicant/tenant's file, it will be assumed the applicant/tenant has received the same.

✦ If an applicant can provide sufficient evidence acceptable to the PHA of not receiving the mailing, the PHA will reinstate the applicant to the waiting list with the date and time of the application in effect at the time of the mailing.

Section 28.

CONFIDENTIALITY

✦ It is the policy of the Perry Metropolitan Housing Authority to safeguard private information provided the PHA by persons who apply and/or participate in housing assistance programs it administers. Private information is any information obtained about a person and his/her household which might identify him/her as an applicant for assistance or a program participant. Private information obtained by an employee shall not be used, published, disclosed or disseminated in any form to any person, agency governmental or otherwise, corporation or other entity except:

- a. As required in fulfilling the legal responsibilities of HUD or other contractual obligations in administering housing programs; or
- b. As required by law, as determined by an opinion of the PHA's legal counsel, or
- c. A request in writing by the applicant or program participant specifying the information to be given, the form in which it is to be given and the party (ies) to whom it is to be given.

✦ Each employee of Perry Metropolitan Housing Authority is required at time of employment to sign an agreement stating that they will maintain the strict privacy of information and to follow the PHA's procedures established to insure the privacy of data concerning individuals. If the employee is at anytime subpoenaed or otherwise believes he/she may be called upon to make a disclosure of private information to any court or government agency, he/she must immediately notify the Executive Director. Access to private information will be strictly limited to those PHA employees who require it to conduct their job activities; failure of any PHA staff to comply with the confidentiality requirements are grounds for dismissal.

Section 29.

REPAYMENT AGREEMENTS

✦ Perry Metropolitan Housing Authority will not enter into a repayment agreement for unpaid monthly dwelling rent, unless stated otherwise by HUD regulations. A Repayment Agreement will only be executed for: charges assessed to the resident by Maintenance through work orders, late rent penalty, or returned check for insufficient funds. The PHA will permit a repayment agreement for retro rent only under the following circumstances:

- a. family receives a lump sum with continuing monthly payments
- b. the family's income has increased and it cannot be verified through no fault of the family.
- c. the delayed start of unemployment benefits, worker's compensation, disability for illness or injury.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40% of the family's monthly adjusted income.

✦ The Repayment Agreement will be paid in monthly payments, due on the fifth of each month. The period of this agreement is a twelve month term. A lump sum payment may be required to ensure monthly payments don't exceed 40% of the monthly adjusted income. Due to extreme circumstances such as COVID-19 we may allow residents to enter into a longer-term agreement without a lump sum payment. No further Repayment Agreements will be made with the family until the monies due and owing are paid in full. If the family is not in good standings on the Repayment Agreement at the time of the Annual Recertification, the lease will not be renewed. Failure by the tenant to abide by the terms the Repayment Agreement will result in any of the following:

- a. Perry MHA will pursue legal remedy for any unpaid balance and the tenant will be referred to a collection agency and/or other appropriate clearing house that maintains debt information
- b. Agreement is in default null and void when one payment is missed or late
- c. Monthly notices or reminders will not be issued by the PHA

Section 30.

ACCESSIBLE UNITS for DISABLED/HANDICAPPED PERSONS

Perry Metropolitan Housing Authority provides units at each AMP that are designed or provisions made to meet the needs of persons with disabilities. Additional provisions are made upon the request of the disabled person provided the request is reasonable, the request can be physically met and funding is available.

Section 31.

SMOKE ALARMS

To assure the safety of our residents smoke alarms are installed on each floor of all dwelling units. Batteries are provided at move-in for alarms requiring them. After move-in it is the tenant's responsibility to check the smoke alarms once a month and change the batteries no less than once a year. If there is a problem with a smoke alarm other than batteries a work order must be completed at the office immediately. Smoke alarms will be inspected by the Housing Authority at least once every six months. If smoke alarms are found to be disabled (batteries removed or dead, wires disconnected, alarm broken or removed) the following enforcement measures will be taken by the Housing Authority:

- ❖ First offense – Fined \$25.00 plus the cost of batteries and/or smoke alarm and labor hours involved.
- ❖ Second offense – Fined \$50.00 plus the cost of batteries and/or smoke alarm and labor hours involved.
- ❖ Third offense – Eviction

Section 32.

NON-SMOKING POLICY

No tenant shall smoke, nor permit anyone to smoke, in the Tenant's apartment/house. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, common rooms and facilities, porches, patios, exterior landings, entranceways, storage areas, parking areas, driveways, walkways, lawns, administration offices, maintenance offices and garages.

Section 33.

HOUSEKEEPING STANDARDS

Objectives: To establish guidelines for Management where housekeeping inspections, maintenance reports and/or neighbors (tenants) complaints are concerned and to establish a basis for Management decisions (including but not limited to charges and/or evictions) where PMHA standards are not maintained.

Statement of Purpose: It is the responsibility of PMHA to provide safe, decent and sanitary housing for eligible families. Inherent in this purpose is the duty of PMHA tenants to maintain their units in a like manner. These standards are set forth to better inform tenants about PMHA expectations.

Standards:

- ✦ **Damage:** Holes in walls, damage beyond normal wear and tear to appliances, screens, woodwork, cabinets, doors, tubs, sinks and commodes are considered as negligence and destruction. Failure to report needed repairs or damage is considered as negligence.
- ✦ **Health and Sanitation:** Sinks and toilets left in a condition where color and filth are evident to the senses and garbage left inside and around the unit, unwrapped and not in proper refuse containers, are considered health problems.
- ✦ **Floors:** Floors containing food particles, discolored by dirt, torn or damaged are considered unsatisfactory. Tile floors should be cleaned and waxed regularly. Carpets should be vacuumed as needed and cleaned as often as necessary. Spills should be cleaned up immediately
- ✦ **Windows:** Broken, cracked or dirty windows; torn, bent or missing screens and broken, missing dirty blinds are unsatisfactory.
- ✦ **Safety:** Combustible materials stored around areas such as the water heater, stove and furnace is not permitted. Exits blocked by furniture and other items, including piles of clothing, are considered unsafe. Kerosene heaters, kerosene lamps and space heaters are considered unsafe and are not permitted. Exterior: rubbish on porches and in yards is unsatisfactory. Household furnishings must not be stored on porches. Outdoor antennas of any type are prohibited. Inoperable vehicles in any area are not permitted. Parking and driving on lawns and sidewalks is not permitted..
- ✦ **Walls:** Crayon or other markings on walls, floors, refrigerators, stoves and woodwork is unsatisfactory. Walls should be cleaned as often as necessary. Wallpaper, boarder, contact paper, decals, etc. are not to be used. Tenants are not permitted to paint without the consent of Management.
- ✦ **Ranges:** Burners and ovens containing grease and residue are unsatisfactory. Ranges must be cleaned after each use.
- ✦ **Refrigerators:** Dirty refrigerators are unsatisfactory. Refrigerators should be cleaned regularly. Stored food should be properly wrapped.
- ✦ **Disorderly unit:** A disorderly unit is considered to be an apartment with evidence of debris scattered about, kitchen sink excessively cluttered with unwashed dishes, bathtubs and sinks unwashed, toilets unclean, yards with rubbish
- ✦ **Smoke Detectors:** Smoke detectors with batteries removed are not permitted. Residents should consistently check that their detectors are in proper working order and report any problems through a Work Order.

✦ The dwelling unit must be in acceptable condition at all times. It is the responsibility of any PHA employee to report a dwelling unit not in acceptable condition to the Management office who will then schedule a special inspection with the dwelling family for that unit.

Section 34

GUIDELINES FOR DETERMINING CHARGES FOR DAMAGES AND ABUSE

✦ **Normal Wear and Tear:** Loss or deterioration by the normal wearing and ordinary use of any item.

✦ **Tenant Abuse:** Destruction or vandalism of any item by means other than ordinary use is considered tenant abuse. This abuse is determined by Maintenance or Management personnel. Any destruction of property by vandalism to a tenant's unit by guests, friends or visitors that are proven to be uninvited will require a police report and charges filed by the tenant. Otherwise the damages will be the responsibility of the tenant. A copy of the police report must be provided to the Housing Authority.

✦ **Guidelines for Charging Residents:**

- If deterioration is due to normal wear and tear, no charge will be assessed.
- If deterioration is due to tenant abuse of an item which was new at the time of their move-in, the full cost of the item plus labor will be charged to the tenant.
- If a tenant has reason to believe that an item was installed or repaired incorrectly, they must notify Management at the time of installation or repair so that a determination may be made and correction initiated if necessary.
- The time incurred by Maintenance to perform work in a unit that is the personal property of the resident will be charged to the family (i.e. install a shelf; install different window hardware, etc.). Maintenance staff time is very limited and type of work will be kept to a minimum.
- Charges that will be assessed, if necessary, after a family has vacated a unit are defined in the *Move-Out Instructions* form. Charges are the current cost of the item plus the time needed for Maintenance to perform the work.

ADDENDUM 1

POLICIES AND PROCEDURES

Application Policy
Asset Policy
Board Member Procedure
Briefing Procedure
Capitalization Policy
Collection Policy
Community Service Policy
Deconcentration Policy
Drug Free Housing Policy
Equal Opportunity Housing Plan
Ethics Policy
Exception Rent Procedure
Fair Housing Policy
Extermination Policy
Fraud Policy
Grievance Procedure
House Rules
Inspection Policy
Laundry Room Procedure
Lead Based Paint Procedure
Lock-Out Procedure
Loitering Policy
Maintenance Cost
Maintenance Plan Procedure
Medical Expense Policy
Minimum Rent Policy
Non-Smoking Policy
Pet Policy
Reasonable Accommodation Policy
Re-Examination Policy
Relocation of Residents Policy
Rent Collection Policy
Rent Refund Policy
Repayment Policy
Request for Information Policy
Resident Participation Policy
Safety and Crime Policy
Satellite Dish Policy
Second Chance Policy
Selection of Applicant Policy
Security Deposit Policy
Snow Removal Policy

Utility Allowance Policy
Verification of Income/Assets Procedure
Work Order Procedure