HOUSING AUTHORITY OF BALTIMORE CITY

Admissions & Continued Occupancy Policies

FY 2017
HOUSING AUTHORITY OF BALTIMORE CITY
FY 2017 ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SUMMARY TABLE OF CONTENTS

CHAPTER 1: STATEMENT OF POLICIES & OBJECTIVES ................................................................. 1-1
CHAPTER 2: FAIR HOUSING AND EQUAL OPPORTUNITY .................................................................. 2-1
CHAPTER 3: APPLICATION & WAITING LIST ....................................................................................... 3-1
CHAPTER 4: ELIGIBILITY FOR ADMISSION ......................................................................................... 4-1
CHAPTER 5: TENANT SELECTION AND ASSIGNMENT PLAN .............................................................. 5-1
CHAPTER 6: OCCUPANCY GUIDELINES ............................................................................................... 6-1
CHAPTER 7: VERIFICATION .................................................................................................................. 7-1
CHAPTER 8: INCOME & ADJUSTED INCOME ...................................................................................... 8-1
CHAPTER 9: CALCULATING TOTAL TENANT PAYMENT & RENT ...................................................... 9-1
CHAPTER 10: TRANSFER POLICY ....................................................................................................... 10-1
CHAPTER 11: LEASING & INSPECTIONS .............................................................................................. 11-1
CHAPTER 12: PET POLICY ................................................................................................................ 12-1
CHAPTER 13: REEXAMINATIONS & CONTINUED OCCUPANCY ...................................................... 13-1
CHAPTER 14: LEASE TERMINATIONS ................................................................................................. 14-1
CHAPTER 15: INFORMAL HEARINGS FOR APPLICANTS .................................................................... 15-1
CHAPTER 16: INFORMAL HEARINGS: NON-CITIZENS ..................................................................... 16-1
CHAPTER 17: COMPLAINTS AND GRIEVANCES ............................................................................. 17-1
CHAPTER 18: COMMUNITY SERVICE ............................................................................................... 18-1
CHAPTER 19: RECORD KEEPING ...................................................................................................... 19-1
CHAPTER 20: PROGRAM INTEGRITY ................................................................................................. 20-1
CHAPTER 21: RENTAL ASSISTANCE DEMONSTRATION (RAD) POLICY ........................................ 21-1
CHAPTER 22: SCATTERED SITE HOMEOWNERSHIP PLAN ............................................................... 22-1

Appendix A: ACRONYMS USED IN PUBLIC HOUSING ................................................................. A-1
Appendix B: GLOSSARY OF ACOP TERMS ....................................................................................... B-1
Appendix C: FEDERALLY MANDATED INCOME EXCLUSIONS ..................................................... C-1
Appendix D: PET POLICY ................................................................................................................ D-1
Appendix E: RESIDENT GRIEVANCE POLICY

Appendix F: LONG TERM AFFORDABILITY CRITERIA
# TABLE OF CONTENTS

**CHAPTER 1: STATEMENT OF POLICIES & OBJECTIVES** ................................. 1-1

1.1 INTRODUCTION ......................................................................................... 1-1
1.2 PURPOSE OF THE POLICY ......................................................................... 1-1
1.3 LOCAL OBJECTIVES .................................................................................. 1-1
1.4 MTW AGREEMENT OBJECTIVES ............................................................... 1-2
1.5 IDENTIFYING MTW AND NON-MTW POLICIES ........................................ 1-2
1.6 IDENTIFYING MTW POLICY ADDITIONS AND MODIFICATION ............... 1-2
1.7 PRIVACY RIGHTS ..................................................................................... 1-3
1.8 POSTING OF REQUIRED INFORMATION .................................................. 1-4
1.9 TERMINOLOGY ....................................................................................... 1-5

**CHAPTER 2: FAIR HOUSING AND EQUAL OPPORTUNITY** ........................... 2-1

2.1 FAIR HOUSING POLICY ........................................................................... 2-1
2.2 MONITORING AND ENFORCEMENT OF HABC’S POLICY AND PROGRAMS ........................................................................... 2-2
2.3 COMPLIANCE WITH ACCESSIBILITY REQUIREMENTS ............................. 2-2
2.4 REASONABLE ACCOMMODATIONS POLICY ............................................ 2-2
  2.4.1 Verification of Disability ......................................................................... 2-3
  2.4.2 Reexamination by Mail ........................................................................... 2-3
  2.4.3 Home Visits ............................................................................................. 2-3
  2.4.4 Other Accommodations .......................................................................... 2-3
2.5 LANGUAGE INTERPRETATION, TRANSLATION OF DOCUMENTS ............. 2-4
  2.5.1 Language Assistance .............................................................................. 2-4
2.6 FAMILY OUTREACH .................................................................................. 2-4
2.7 VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND/OR STALKING ................................................................. 2-5
  2.7.1 Assistance to VAWA Victims ................................................................. 2-5
  2.7.2 VAWA Provisions on Termination of Assistance to Victims and Offenders ........................................................................... 2-5
  2.7.3 Victim Documentation ............................................................................ 2-5
  2.7.4 Terminating Assistance of a VAWA Offender .......................................... 2-6
  2.7.5 Confidentiality Requirements ............................................................... 2-7
  2.7.6 Conflicting Documentation .................................................................... 2-7
  2.7.7 Discretion to Require No Formal Documentation .................................... 2-8
  2.7.8 Failure to Provide Documentation ....................................................... 2-8
  2.7.9 Housing Act Definitions ....................................................................... 2-8

**CHAPTER 3: APPLICATION & WAITING LIST** ................................................ 3-1

3.1 INTRODUCTION ....................................................................................... 3-1
3.2 APPLYING FOR HOUSING ASSISTANCE ................................................. 3-1
3.3 PRE-APPLICATION .................................................................................. 3-1
3.4 PLACEMENT ON THE WAITING LIST ....................................................... 3-2
3.5 ADMINISTRATION OF THE WAITING LIST ............................................. 3-2
CHAPTER 4: ELIGIBILITY FOR ADMISSION ........................................................................................................... 4-1

4.1 INTRODUCTION ........................................................................................................................................... 4-1

4.2 DEFINITIONS .............................................................................................................................................. 4-2
  4.2.1 Family .................................................................................................................................................... 4-2
  4.2.2 Household ............................................................................................................................................ 4-2
  4.2.3 Elderly Persons .................................................................................................................................. 4-2
  4.2.4 Near-Elderly Persons .......................................................................................................................... 4-2
  4.2.5 Elderly Family .................................................................................................................................... 4-2
  4.2.6 Non-elderly Person with a Disability Family ....................................................................................... 4-2
  4.2.7 Head of Household .............................................................................................................................. 4-2
  4.2.8 Spouse of Head of Household ............................................................................................................ 4-2
  4.2.9 Co-head ............................................................................................................................................... 4-2
  4.2.10 Adult/Other Adult ............................................................................................................................. 4-2
  4.2.11 Other Definitions .............................................................................................................................. 4-2

4.3 FOSTER CHILDREN AND FOSTER ADULTS ......................................................................................... 4-3

4.4 LIVE-IN AIDE ............................................................................................................................................ 4-3

4.5 JOINT CUSTODY OF DEPENDENTS ........................................................................................................ 4-3

4.6 REQUIREMENT TO ATTEND INTERVIEW ............................................................................................... 4-4

4.7 COMPLETION OF A FULL APPLICATION ............................................................................................... 4-4

4.8 VERIFYING FACTORS FOR ELIGIBILITY ................................................................................................. 4-4

4.9 QUALIFICATION FOR ADMISSION .......................................................................................................... 4-4

4.10 DESIGNATED HOUSING ......................................................................................................................... 4-4

4.11 ELIGIBILITY AND SCREENING CRITERIA ............................................................................................. 4-4
  4.11.1 Preference Verification .......................................................................................................................... 4-4
  4.11.2 Legal Capacity of the Head of Household .......................................................................................... 4-4
  4.11.3 Income Limits for Eligibility .............................................................................................................. 4-4
  4.11.4 Mandatory Social Security Numbers ................................................................................................. 4-4
  4.11.5 Citizenship/Eligible Immigration Status ............................................................................................. 4-4
  4.11.6 Mixed Families .................................................................................................................................. 4-4
  4.11.7 No Eligible Members ......................................................................................................................... 4-4
  4.11.8 Non-citizen Students ......................................................................................................................... 4-4
  4.11.9 Occupancy by Police Officers ........................................................................................................... 4-4

4.12 OTHER ELIGIBILITY CRITERIA ................................................................................................................. 4-4

4.13 ADMINISTRATION OF SCREENING ...................................................................................................... 4-4

4.14 DEFINITIONS RELATED TO SCREENING ............................................................................................. 4-4

4.15 ENTERPRISE INCOME VERIFICATION (EIV) SCREENING ......................................................................... 4-4
4.16 DEBT SCREENING .................................................................................................................. 4-14
  4.16.1 Denial for Debt to HABC ................................................................................................. 4-14
4.17 CRIMINAL BACKGROUND SCREENING ............................................................................... 4-15
4.18 DENIALS .................................................................................................................................... 4-16
  4.18.1 Mandatory Denials ......................................................................................................... 4-16
  4.18.2 Other Denials ................................................................................................................. 4-16
4.19 CONFIDENTIALITY OF CRIMINAL RECORDS ........................................................................ 4-17
4.20 DISCLOSURE OF CRIMINAL RECORDS TO APPLICANT ...................................................... 4-18
4.21 TENANT READINESS TRAINING ............................................................................................ 4-18
4.22 SCREENING FOR SUITABILITY .............................................................................................. 4-18
  4.22.1 Rent Paying Habits ....................................................................................................... 4-19
4.23 ESTIMATION OF DATE OF OCCUPANCY .............................................................................. 4-20
4.24 DOCUMENTING FINDINGS RELATED TO SCREENING ........................................................ 4-20
4.25 PROHIBITED CRITERIA FOR DENIAL OF ADMISSION ....................................................... 4-21
4.26 HEARINGS ............................................................................................................................. 4-21
4.27 UPDATE OF FAMILY INFORMATION AFTER ELIGIBILITY DETERMINATION ..................... 4-22

CHAPTER 5: TENANT SELECTION AND ASSIGNMENT PLAN .......................................................... 5-1
5.1 INTRODUCTION ...................................................................................................................... 5-1
5.2 WAITING LIST PREFERENCES ............................................................................................... 5-1
5.3 LOCAL PREFERENCES .......................................................................................................... 5-1
5.4 ORDER OF SELECTION FOR THE 22 SCATTERED SITES THOMPSON UNITS ....................... 5-2
5.5 UNITS DESIGNATED FOR NON-ELDERLY PERSONS WITH DISABILITIES (NED) ................... 5-3
5.6 ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS ....................................... 5-3
5.7 PREFERENCE DENIAL ........................................................................................................... 5-3
5.8 FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS ............ 5-4
5.9 LOW INCOME FAMILY ADMISSIONS .................................................................................... 5-4
5.10 UNITS DESIGNATED FOR THE ELDERLY ............................................................................ 5-4
5.11 OFFER OF ACCESSIBLE UNITS ............................................................................................ 5-4
5.12 PLAN FOR UNIT OFFERS ..................................................................................................... 5-5
5.13 CHANGES PRIOR TO UNIT OFFER ...................................................................................... 5-6
  5.13.1 Applicants with a Change in Family Size or Status ......................................................... 5-6
5.14 TIME LIMIT FOR ACCEPTANCE OF UNIT .......................................................................... 5-6
5.15 APPLICANTS UNABLE TO TAKE OCCUPANCY .................................................................. 5-6
5.16 REFUSAL OF OFFER ............................................................................................................ 5-7

CHAPTER 6: OCCUPANCY GUIDELINES .......................................................................................... 6-1
6.1 INTRODUCTION ...................................................................................................................... 6-1
6.2 DETERMINING UNIT SIZE ................................................................................................... 6-1
6.3 PARAMETERS FOR DETERMINATION OF UNIT SIZE ........................................................... 6-1
CHAPTER 7: VERIFICATION ............................................................................................................................ 7-1

7.1 INTRODUCTION ................................................................................................................................. 7-1
7.2 FAMILY CONSENT TO RELEASE OF INFORMATION ........................................................................... 7-1
7.3 VERIFICATION HIERARCHY ................................................................................................................... 7-1
7.4 OVERVIEW OF VERIFICATION REQUIREMENTS .................................................................................. 7-2
7.5 UP-FRONT INCOME VERIFICATION (UIV) ......................................................................................... 7-3
7.6 ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM ........................................................................ 7-3
    7.6.1 EIV Income Reports ..................................................................................................................... 7-3
    7.6.2 EIV Identity Verification .............................................................................................................. 7-3
7.7 THIRD-PARTY WRITTEN VERIFICATION ............................................................................................. 7-4
7.8 WRITTEN THIRD-PARTY VERIFICATION FORM .................................................................................. 7-4
7.9 ORAL THIRD-PARTY VERIFICATION .................................................................................................. 7-4
7.10 WHEN THIRD-PARTY VERIFICATION IS NOT REQUIRED ................................................................. 7-4
7.11 SELF-CERTIFICATION ....................................................................................................................... 7-5
7.12 RESIDENT FAILS TO RESPOND TO VERIFICATION REQUEST ....................................................... 7-5
7.13 SUBSTANTIAL DIFFERENCE ............................................................................................................... 7-6
7.14 FRAUD .............................................................................................................................................. 7-6
7.15 SOCIAL SECURITY NUMBERS ........................................................................................................... 7-6
7.16 DOCUMENTATION OF AGE ............................................................................................................... 7-7
7.17 MARRIAGE .................................................................................................................................... 7-7
7.18 SEPARATION OR DIVorce ................................................................................................................... 7-7
7.19 ABSENCE OF ADULT MEMBER ......................................................................................................... 7-7
7.20 FOSTER CHILDREN AND FOSTER ADULTS ..................................................................................... 7-8
7.21 VERIFICATION OF STUDENT STATUS ............................................................................................. 7-8
7.22 VERIFICATION OF DISABILITY .......................................................................................................... 7-8
7.23 VERIFICATION OF U.S. CITIZENSHIP AND OF ELIGIBLE IMMIGRATION STATUS ....................... 7-9
7.24 VERIFYING INCOME .......................................................................................................................... 7-9
    7.24.1 Earned Income .......................................................................................................................... 7-9
    7.24.2 Business & Self-Employment Income ....................................................................................... 7-9
    7.24.3 Social Security (“SS”)/Supplemental Security Income (“SSI”) Benefits ................................... 7-10
    7.24.4 Alimony or Child Support ....................................................................................................... 7-11
7.25 ASSETS AND INCOME FROM ASSETS ............................................................................................... 7-11
    7.25.1 Assets Disposed of for Less than Fair Market Value ................................................................. 7-12
    7.25.2 Net Income from Rental Property ........................................................................................... 7-12
7.26 RETIREMENT ACCOUNTS .................................................................................................................. 7-12
7.27 INCOME FROM EXCLUDED SOURCES ............................................................................................ 7-13
7.28 ZERO INCOME HOUSEHOLD ................................................................................................................. 7-13
7.29 VERIFYING MANDATORY DEDUCTIONS ................................................................................................................. 7-14
7.29.1 Dependent and Elderly/Disabled Household Deductions ........................................................................... 7-14
7.29.2 Medical Expense Deduction................................................................................................................ 7-14
7.29.3 Disability Assistance Expenses ........................................................................................................... 7-15
7.29.4 Child Care Expenses ........................................................................................................................... 7-16

CHAPTER 8: INCOME & ADJUSTED INCOME ................................................................................................................. 8-1
8.1 INTRODUCTION ........................................................................................................................................... 8-1
8.2 MINIMUM INCOME ...................................................................................................................................... 8-1
8.3 ANNUAL INCOME ......................................................................................................................................... 8-1
8.4 ANNUAL INCOME EXCLUSIONS ................................................................................................................ 8-3
8.5 ANTICIPATING ANNUAL INCOME ............................................................................................................. 8-5
8.6 KNOWN CHANGES IN INCOME .................................................................................................................. 8-5
8.7 ROUNDING OF INCOME AND DEDUCTIONS ........................................................................................... 8-6
8.8 WAGES ........................................................................................................................................................... 8-6
8.9 BUSINESS INCOME ...................................................................................................................................... 8-7
8.10 MILITARY PAY............................................................................................................................................. 8-7
8.11 ALIMONY AND CHILD SUPPORT ............................................................................................................. 8-8
8.12 CHILDREN’S EARNINGS ............................................................................................................................ 8-8
8.13 INCOME OF A LIVE-IN AIDE ..................................................................................................................... 8-8
8.14 INCOME OF FOSTER CHILDREN AND FOSTER ADULTS ........................................................................ 8-8
8.15 SEASONAL INCOME ................................................................................................................................... 8-8
8.16 INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME ............................................ 8-9
8.17 INCOME OF A PERSON MOVING INTO PUBLIC HOUSING FROM A NURSING HOME .................... 8-9
8.18 INCOME OF TEMPORARILY ABSENT FAMILY MEMBERS .............................................................................. 8-9
8.19 INCOME OF NEW FAMILY MEMBERS ADDED TO THE LEASE ..................................................................... 8-9
8.20 TEMPORARY AND SPORADIC INCOME .................................................................................................. 8-10
8.21 WAGES FROM EMPLOYMENT WITH THE HABC OR A RESIDENT ORGANIZATION ........................ 8-10
8.22 CONTRIBUTIONS TO RETIREMENT FUNDS .............................................................................................. 8-10
8.23 INCOME EARNED UNDER CERTAIN FEDERAL PROGRAMS .................................................................... 8-11
8.24 RESIDENT SERVICE STIPEND ................................................................................................................... 8-11
8.25 STATE AND LOCAL EMPLOYMENT TRAINING PROGRAMS ........................................................................ 8-11
8.26 HUD-FUNDED TRAINING PROGRAMS .................................................................................................... 8-13
8.27 EARNED INCOME TAX CREDIT ................................................................................................................. 8-13
8.28 LUMP-SUM RECEIPTS .............................................................................................................................. 8-13
8.29 IMPUTED WELFARE INCOME ................................................................................................................. 8-14
8.30 EARNED INCOME DISREGARD (EID) ....................................................................................................... 8-16
8.31 INDIVIDUAL SAVINGS ACCOUNTS ............................................................................................................. 8-18
CHAPTER 9: CALCULATING TOTAL TENANT PAYMENT & RENT ........................................................................... 9-1

9.1 INTRODUCTION ........................................................................................................................................ 9-1

9.2 TOTAL TENANT PAYMENT FORMULA (TTP) FOR INCOME BASED RENT ........................................... 9-1

9.3 MINIMUM RENT ......................................................................................................................................... 9-1

9.4 FLAT RENTS ............................................................................................................................................. 9-1

9.4.1 Establishing Flat Rents ......................................................................................................................... 9-2

9.4.2 Review of Flat Rents ............................................................................................................................. 9-2

9.4.3 Posting of Flat Rents ............................................................................................................................ 9-2

9.4.4 Documentation of Flat Rents .............................................................................................................. 9-2

9.4.5 Phasing In Flat Rents Increases ........................................................................................................... 9-2

9.4.6 Changing from Flat Rent to Income-Based Rent Due to Hardship .................................................... 9-3

9.4.7 Flat Rent and Transfers ........................................................................................................................ 9-3

9.4.8 Flat Rents and Earned Income Disallowance (EID) ........................................................................... 9-3

9.4.9 Prorated Assistance for Mixed Families .............................................................................................. 9-4

9.5 MAXIMUM RENT AT PRIVATELY OWNED/MANAGED SITES ............................................................... 9-6

9.6 FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT ........................................................................ 9-6

9.6.1 Determination of Rent Hardship Exemption ......................................................................................... 9-7

9.6.2 No Financial Hardship .......................................................................................................................... 9-7

9.6.3 Temporary Hardship ............................................................................................................................. 9-7

9.6.4 Long-Term Hardship ........................................................................................................................... 9-7

9.7 UTILITY ALLOWANCES ........................................................................................................................... 9-8

9.7.1 Establishing the Utility Allowances ...................................................................................................... 9-8

9.7.2 Utility Allowance Revisions ................................................................................................................ 9-9

9.7.3 Surcharges For HABC-Furnished Utilities .......................................................................................... 9-9

9.7.4 Notice Requirements – Utilities .......................................................................................................... 9-9

9.7.5 Utility Allowance Reasonable Accommodation .................................................................................. 9-10

9.7.6 Resident–Paid Utilities .......................................................................................................................... 9-10

9.7.7 Utility Reimbursement ......................................................................................................................... 9-11

CHAPTER 10: TRANSFER POLICY .................................................................................................................... 10-1

10.1 INTRODUCTION ...................................................................................................................................... 10-1
HOUSING AUTHORITY OF BALTIMORE CITY
FY 2017 ADMISSIONS AND CONTINUED OCCUPANCY POLICY

10.2 GENERAL STATEMENT ............................................................................................................................ 10-1
10.3 ELIGIBILITY FOR TRANSFER .................................................................................................................. 10-2
10.4 TYPES OF TRANSFERS ............................................................................................................................. 10-2
10.5 EMERGENCY TRANSFERS TO ADDRESS HEALTH, SAFETY, AND HABITABILITY ISSUES ........ 10-3
10.6 EMERGENCY VA WA TRANSFERS ........................................................................................................... 10-3
10.7 EMERGENCY IWIV TRANSFERS .............................................................................................................. 10-4
10.8 IMMEDIATE NEEDS TRANSFERS ........................................................................................................... 10-4
10.9 REASONABLE ACCOMMODATION TRANSFERS ................................................................................... 10-5
10.10 TRANSFERS PURSUANT TO AN HABC MEMORANDUM OF UNDERSTANDING (MOU) ............ 10-5
10.11 TRANSFERS DUE TO DEMOLITION, DISPOSITION, REVITALIZATION, OR REHABILITATION .... 10-5
10.12 TRANSFERS FROM AN ACCESSIBLE UNIT .......................................................................................... 10-5
10.13 SEVERELY OVER/UNDER-HOUSED CATEGORY ................................................................................ 10-6
10.14 OVER/UNDER-HOUSED CATEGORY .................................................................................................... 10-6
10.15 FAMILY SPLITS ....................................................................................................................................... 10-6
10.16 HABC INITIATED TRANSFERS .............................................................................................................. 10-6
10.17 RESIDENT-INITIATED TRANSFERS ...................................................................................................... 10-7
10.18 TRANSFER WAITING LISTS .................................................................................................................... 10-8
10.19 MOVING COSTS ...................................................................................................................................... 10-9
10.20 SECURITY DEPOSITS ............................................................................................................................. 10-9
10.21 PROCESSING TRANSFERS ..................................................................................................................... 10-9
10.22 UNIT OFFERS FOR TRANSFERS ......................................................................................................... 10-10
10.23 RENT ADJUSTMENTS FOR TRANSFERRED RESIDENTS ................................................................. 10-10
10.24 RE-EXAMINATION DATE ..................................................................................................................... 10-10

CHAPTER 11: LEASING & INSPECTIONS ..................................................................................................... 11-1

11.1 INTRODUCTION ....................................................................................................................................... 11-1
11.2 LEASE TERM & RENEWAL ....................................................................................................................... 11-1
11.3 EXECUTION OF LEASE ............................................................................................................................ 11-1
11.4 MODIFICATIONS TO THE LEASE ........................................................................................................... 11-2
   11.4.1 Changes in Family Composition ......................................................................................................... 11-2
11.5 TERMINATION OF THE LEASE ............................................................................................................... 11-2
11.6 SECURITY DEPOSITS ................................................................................................................................ 11-3
11.7 PET DEPOSIT ............................................................................................................................................ 11-4
11.8 LEASING ACCESSIBLE UNITS ................................................................................................................. 11-4
11.9 LEASE ORIENTATION ON PROGRAM REQUIREMENTS ...................................................................... 11-4
11.10 RENT PAYMENTS .................................................................................................................................... 11-5
11.11 FEES AND NON-PAYMENT PENALTIES .............................................................................................. 11-5
11.12 POSTING SCHEDULES OF CHARGES AND UTILITY ALLOWANCES ........................................... 11-5
HOUSING AUTHORITY OF BALTIMORE CITY
FY 2017 ADMISSIONS AND CONTINUED OCCUPANCY POLICY

11.13 MAINTENANCE & DAMAGE CHARGES ................................................................. 11-6
11.14 UTILITY PAYMENTS .......................................................................................... 11-6
11.15 INSPECTIONS .................................................................................................... 11-6
11.16 MOVE-IN INSPECTIONS .................................................................................. 11-6
11.17 VACATE INSPECTIONS .................................................................................. 11-6
11.18 UNIFORM PHYSICAL CONDITION STANDARDS INSPECTIONS .............. 11-7
11.19 QUALITY CONTROL (QC) INSPECTIONS ..................................................... 11-7
11.20 HOUSEKEEPING INSPECTIONS ..................................................................... 11-7
11.21 OTHER INSPECTIONS ..................................................................................... 11-8
11.22 EMERGENCY INSPECTIONS .......................................................................... 11-8
11.23 NOTICE OF ENTRY ........................................................................................ 11-8
  11.23.1 Emergency Entries .................................................................................... 11-8
  11.23.2 Non-Emergency Entries .......................................................................... 11-8
11.24 HOUSEKEEPING VIOLATIONS ....................................................................... 11-9
11.25 RESIDENT DAMAGES ..................................................................................... 11-9
11.26 EMERGENCY REPAIRS .................................................................................. 11-9
11.27 NON-EMERGENCY REPAIRS ....................................................................... 11-10

CHAPTER 12: PET POLICY ......................................................................................... 12-1
12.1 INTRODUCTION ................................................................................................. 12-1

CHAPTER 13: REEXAMINATIONS & CONTINUED OCCUPANCY ....................... 13-1
13.1 INTRODUCTION ................................................................................................. 13-1
13.2 ELIGIBILITY FOR CONTINUED OCCUPANCY ........................................... 13-1
13.3 OVER-INCOME FAMILIES .............................................................................. 13-1
13.4 REEXAMINATION FREQUENCY ...................................................................... 13-2
13.5 REEXAMINATION NOTICE TO THE FAMILY ............................................ 13-3
13.6 PERSONS WITH DISABILITIES ..................................................................... 13-3
13.7 RESCHEDULED REEXAMINATION APPOINTMENTS ................................... 13-3
13.8 CONDUCTING REGULAR REEXAMINATIONS ........................................... 13-4
  13.8.1 Requirements to Attend Reexamination Interview ..................................... 13-4
13.9 COMMUNITY SERVICE ................................................................................... 13-4
13.10 PERSONS WITH DISABILITIES ................................................................. 13-4
13.11 RESCHEDULED REEXAMINATION APPOINTMENTS ................................... 13-5
13.12 VERIFICATION OF INFORMATION ................................................................. 13-5
13.13 EFFECTIVE DATES: CHANGES IN THE TENANT RENT AT REGULAR REEXAMINATION ......... 13-5
  13.13.1 Resident Rent Increases .......................................................................... 13-5
  13.13.2 Resident Rent Decreases .......................................................................... 13-6
13.14 REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS ....................... 13-6
  13.14.1 Flat Rent Annual Updates ...................................................................... 13-7
13.15 INTERIM REEXAMINATIONS................................................................. 13-7
13.16 STANDARD FOR TIMELY REPORTING.............................................. 13-7
13.17 METHOD OF INTERIM REPORTING.................................................. 13-7
13.18 DECREASES IN INCOME & INCREASES IN ALLOWANCE/DEDUCTIONS ........................................ 13-8
13.19 INCREASES IN INCOME................................................................. 13-8
13.20 CHANGES IN FAMILY COMPOSITION.............................................. 13-8
  13.20.1 New Family Members Not Requiring Prior Approval ................. 13-10
  13.20.2 New Family Members Requiring Approval ..................................... 13-10
  13.20.3 Departure of a Family or Household Member ........................... 13-10
  13.20.4 Change in Family Size & Transfer .............................................. 13-11
13.21 PREVIOUSLY UNEMPLOYED HOUSEHOLD MEMBER OBTAINS EMPLOYMENT .................. 13-11
13.22 ZERO INCOME................................................................. 13-11
  13.22.1 Zero Income Household .............................................................. 13-11
  13.22.2 Zero Income Individual ............................................................. 13-12
13.23 EFFECTIVE DATES: CHANGES IN RENT AT INTERIM REEXAMINATIONS......................... 13-12
13.24 EFFECTIVE DATES: CHANGES IN RENT AND RESIDENT CAUSED DELAYS IN PROCESSING REEXAMINATIONS .................................................. 13-12
13.25 DELAYS IN PROCESSING REEXAMINATIONS CAUSED BY HABC OR THE PRIVATELY OWNED/MANAGED SITES ......................................................... 13-13
13.26 OTHER INTERIM REPORTING ISSUES.............................................. 13-13
13.27 ERRORS IN RENT CALCULATION.................................................. 13-13
13.28 ABSENCE FROM THE UNIT............................................................. 13-13
  13.28.1 Permanently Absent Household Member ........................................ 13-14
  13.28.2 Temporarily Absent Household Member ........................................ 13-14
  13.28.3 Absence of an Entire Family ...................................................... 13-14
  13.28.4 Absence Due to Medical Reasons .............................................. 13-14
  13.28.5 Absence Due to Incarceration .................................................... 13-15
  13.28.6 Absence Due To Foster Care ...................................................... 13-15
  13.28.7 Parent/Legal Guardian Absent from the Unit ............................... 13-15
  13.28.8 Absent Students ......................................................................... 13-16
  13.28.9 Minors in the Unit on a Temporary Basis ........................................ 13-16
13.29 MILITARY FAMILIES – ABSENCE FROM THE UNIT & CONTINUED OCCUPANCY .................. 13-16
13.30 GUESTS..................................................................................... 13-17
13.31 REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT ............................... 13-18
13.32 CHANGES IN UNIT SIZE.............................................................. 13-19
13.33 CONTINUED ASSISTANCE FOR "MIXED" FAMILIES .................................................. 13-19
13.34 APPLYING UTILITY ALLOWANCES AT REEXAMINATION .................................................. 13-20

CHAPTER 14: LEASE TERMINATIONS........................................................................ 14-1
14.1 INTRODUCTION ............................................................................. 14-1
14.2 TERMINATION BY RESIDENT....................................................... 14-1
14.3 MANDATORY TERMINATION.......................................................... 14-1
  14.3.1 Failure to Provide Consent .......................................................... 14-1
  14.3.2 Failure to Document Citizenship ................................................. 14-2
CHAPTER 15: INFORMAL HEARINGS FOR APPLICANTS .................................................... 15-1

15.1 INTRODUCTION ................................................................................................. 15-1

15.2 INFORMAL HEARING PROCESS ....................................................................... 15-1

15.2.1 Notice of Denial ........................................................................................... 15-1

15.2.2 Scheduling an Informal Hearing ................................................................. 15-1

15.2.3 Reasonable Accommodation Related to Informal Hearing Process .......... 15-2

15.2.4 Conducting an Informal Hearing ................................................................. 15-2

15.2.5 Informal Hearing Decision ......................................................................... 15-2

15.2.6 Retention of Documents ............................................................................ 15-3

CHAPTER 16: INFORMAL HEARINGS: NON-CITIZENS ........................................... 16-1

16.1 INFORMAL HEARINGS WITH REGARD TO NON-CITIZENS ....................... 16-1

16.1.1 Notice of Denial or Termination of Assistance ............................................ 16-1

16.1.2 United States Citizenship and Immigration Services Appeal Process ........ 16-1

16.1.3 Informal Hearing Procedures for Residents Who Are Non-citizens Pending a USCIS Appeal 16-2

16.1.4 Informal Hearing Procedures for Applicants .............................................. 16-2
CHAPTER 18: COMMUNITY SERVICE

18.1 OVERVIEW
18.2 EXEMPT RESIDENTS
18.3 WORK ACTIVITIES
18.4 BASIC COMMUNITY SERVICE & SELF-SUFFICIENCY REQUIREMENT
18.5 OBLIGATIONS OF HABC AND THE PRIVATELY OWNED/MANAGED SITES
18.6 COMMUNITY SERVICE
18.7 SELF-SUFFICIENCY ACTIVITIES
18.8 COMMUNITY & SELF-SUFFICIENCY REQUIREMENT PARTNERSHIPS
18.9 DOCUMENTATION AND VERIFICATION
18.10 CHANGE IN STATUS BETWEEN ANNUAL DETERMINATIONS
18.11 NOTICE OF NON-COMPLIANCE OF A NON-EXEMPT HOUSEHOLD MEMBER
18.12 ENFORCEMENT DOCUMENTATION
18.13 IMPLEMENTATION OF COMMUNITY SERVICE

CHAPTER 19: RECORD KEEPING

19.1 INTRODUCTION
19.2 RECORD KEEPING
  19.2.1 Record Retention
  19.2.2 Record Retention – Citizenship Status
  19.2.3 Records Management
  19.2.4 Privacy Act Requirements
  19.2.5 Upfront Income Verification (UIV) Records
  19.2.6 Criminal Records
  19.2.7 Medical/Disability Records
  19.2.8 Domestic Violence, Dating Violence, Sexual Assault, or Stalking Records
  19.3 REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

CHAPTER 20: PROGRAM INTEGRITY

20.1 INTRODUCTION
20.2 DETECTING ERRORS AND PROGRAM ABUSE
  20.3.1 Consent to Release of Information
  20.3.2 Analysis and Findings
20.4 DOCUMENTS, EVIDENCE AND STATEMENTS
20.5 CONSIDERATIONS FOR IMPOSING PENALTIES FOR FAMILY CAUSED VIOLATIONS
20.6 NOTICE AND APPEALS
20.7 DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS
20.8 FAMILY DEBT
CHAPTER 21: RENTAL ASSISTANCE DEMONSTRATION (RAD) POLICY ........................................... 21-1

21.1 INTRODUCTION .................................................................................................................... 21-1
21.2 RELOCATION PLANNING ........................................................................................................ 21-1
21.3 SCREENING ........................................................................................................................... 21-1
21.4 WAITING LIST ....................................................................................................................... 21-1
21.5 RENT ...................................................................................................................................... 21-2
21.6 TRANSFERS ............................................................................................................................ 21-2
21.7 PET POLICY .......................................................................................................................... 21-2
21.8 LEASE REQUIREMENTS ........................................................................................................ 21-2
21.9 REASONABLE ACCOMMODATION ....................................................................................... 21-2
21.10 AVAILABILITY OF DOCUMENTS ......................................................................................... 21-2
21.11 RESIDENT PARTICIPATION ................................................................................................. 21-2
21.12 RAD LONG TERM AFFORDABLE RESIDENT GRIEVANCE POLICY AND APPEALS PROCEDURE 21-2
21.13 COMPLIANCE WITH APPLICABLE LAWS ......................................................................... 21-3

CHAPTER 22: SCATTERED SITE HOMEOWNERSHIP PLAN .................................................... 22-1

22.1 INTRODUCTION AND SUMMARY ....................................................................................... 22-1
22.2 ELIGIBLE PURCHASERS ....................................................................................................... 22-1
22.2.1 Priority of Eligible Buyers .................................................................................................. 22-1
22.2.2 Prohibition Against Resident Displacement ....................................................................... 22-1
22.2.3 Principal Residence Requirement ....................................................................................... 22-1
22.2.4 Financial Capacity Requirement ......................................................................................... 22-1
22.2.5 Other Requirements .......................................................................................................... 22-2
22.2.6 Participants Who Have a Family Member with a Disability ................................................ 22-3
22.2.7 Selection Criteria and Methodology ................................................................................... 22-3
22.3 ELIGIBLE PROPERTIES ......................................................................................................... 22-4
22.3.1 Property Feasibility ............................................................................................................. 22-4
22.3.2 Home Inspections and Code Requirements ..................................................................... 22-4
22.3.3 Property Appraisals and Sales Price .................................................................................. 22-5
22.4 FINANCING .......................................................................................................................... 22-5
22.4.1 First Mortgage Financing ................................................................................................. 22-5
22.4.2 Ineligible First Mortgage Finance Products ...................................................................... 22-6
22.4.3 Soft Second Mortgages ..................................................................................................... 22-6
22.4.4 Recapture Provisions and Deed Restrictions ................................................................. 22-6
22.4.5 Pre-sale Costs, Closing Costs, and Down Payment Requirement .................................. 22-7
22.4.6 Replacement Escrow Accounts ..................................................................................... 22-7
22.4.7 Maintenance Contract and Warranties .......................................................................... 22-8

22.5 SCATTERED SITE HOMEOWNERSHIP PROGRAM ADMINISTRATION ......................... 22-8
22.5.1 Approval Process ........................................................................................................... 22-8
22.5.2 Net Proceeds of Sales ................................................................................................... 22-8

Appendix A: ACRONYMS USED IN PUBLIC HOUSING .......................................................... A-1
Appendix B: GLOSSARY OF ACOP TERMS ........................................................................... B-1
Appendix C: FEDERALLY MANDATED INCOME EXCLUSIONS ............................................. C-1
Appendix D: PET POLICY FOR FAMILY DEVELOPMENTS .................................................. D-1
Appendix E: RESIDENT GRIEVANCE POLICY AND PROCEDURES ................................... E-1
Appendix F: LONG TERM AFFORDABILITY CRITERIA ......................................................... F-1
CHAPTER 1: STATEMENT OF POLICIES & OBJECTIVES

1.1 INTRODUCTION

On March 31, 2005 the United States Department of Housing and Urban Development (HUD) and the Housing Authority of Baltimore City (HABC) entered into a Moving to Work Demonstration Agreement (MTW Agreement). Under the terms of the MTW Agreement, HABC will design and test innovative methods of providing housing and delivering services to low-income families in an efficient and cost effective manner. The MTW Agreement supersedes most of the terms and conditions of the Annual Contributions Contracts (ACCs), the provisions of the United States Housing Act of 1937 and HUD requirements to the extent necessary for HABC to implement its MTW demonstration program.

The Public Housing Program was created by the U.S. Housing Act of 1937. Administration of the Public Housing Program and the functions and responsibilities of the staff of HABC shall be in compliance with HABC’s Personnel Policy, any union agreements of HABC, and this Admissions and Continued Occupancy Policy ("ACOP") and any other duly adopted policies. The administration of HABC’s housing program will also meet the requirements of the MTW Agreement. Such requirements include any Public Housing regulations, handbooks, and applicable notices, as may be applicable given HABC’s MTW status. All applicable Federal, State and local laws, including fair housing laws and regulations also apply.

1.2 PURPOSE OF THE POLICY

The purpose of this ACOP is to establish guidelines for HABC staff to follow in determining eligibility for admission of applicants and continued occupancy by its residents. These guidelines are governed by the requirements of the MTW Agreement, which takes into consideration local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and HABC.

1.3 LOCAL OBJECTIVES

This ACOP is designed to demonstrate that HABC is managing its program in a manner that reflects its commitment to improving the quality of housing available to its applicants and residents, and its capacity to manage that housing responsibly. In addition, this ACOP is designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families while maintaining their 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 suitable living environment for residents.
• To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, peaceful enjoyment or welfare of other residents or the physical environment of the neighborhood, or create a danger to HABC employees.

• To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

• To facilitate the judicious management of HABC’s inventory, and the efficient management of HABC staff.

• To comply with Title VIII of the Civil Rights Act of 1968 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, national origin, age, religion, sex, familial (family) or disability or disability status.

The HABC Board of Commissioners must approve this ACOP and any subsequent changes. This policy, or portions of it, will be provided to HUD, as may be required.

1.4 MTW AGREEMENT OBJECTIVES

HABC’s objectives, under its MTW Agreement, is to operate its public housing program with efficiency and to demonstrate to HUD or independent auditors that HABC is using its resources in a manner that reflects its commitment to quality and service.

1.5 IDENTIFYING MTW AND NON-MTW POLICIES

Policies that are adopted by HABC under the MTW Agreement are specifically noted in the ACOP as MTW policies. Where an ACOP policy relates to MTW and Non-MTW programs, the policy citation will not state MTW or Non-MTW. Finally, where regulatory citations are specifically identified in this ACOP, if a corresponding MTW policy is in effect, the MTW policy will supersede the existing and applicable HUD regulatory citation.

1.6 IDENTIFYING MTW POLICY ADDITIONS AND MODIFICATION

The following table reflects the MTW policies contained in this ACOP including the respective effective date for each MTW initiative and any modification.
1.7 PRIVACY RIGHTS

Applicants and residents, including all adults (i.e., 18 years of age) in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document authorizes HABC to request income information from the State wage information collection agency and other Federal collection agencies in order to verify household income. This document incorporates the Federal Privacy Act Statement and does not provide authorization for the release of family information. Failure to sign the consent form will result in the denial of eligibility or termination of assisted housing benefits.

HABC policy regarding release of information is in accordance with State and local laws. Information to be supplied to a landlord, upon request, is limited to that specified in this ACOP.

HABC practices and procedures are designed to safeguard the privacy of applicants and residents. All applicant and resident files will be stored in a secure location that is only accessible by authorized staff.

HABC staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

All files must be signed for when removed from the secured file storage area.

Any and all information that would lead one to determine the nature and/or severity of a person's
disability, or eligibility based on a criminal background check, 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 an accommodation or a criminal eligibility determination is under consideration.

1.8 POSTING OF REQUIRED INFORMATION

HABC’s Central Office and its site developments will post, in conspicuous areas, the items outlined below. Where applicable, HABC will post information on its website.

- Income limits for admission
- Current schedule of routine maintenance charges
- The HABC's grievance procedures
- A fair housing poster
- The Zero Tolerance for Sexual Harassment Policy
- An equal opportunity in employment poster
- Required public notices
- Information regarding security deposit charges
- Information on preferences
- Schedule of utility allowances (if applicable)
- Information on screening and eviction for drug abuse and other criminal activity
- A notice of where the ACOP is available
- A notice of where the HABC MTW Plan is available
- The Mold Prevention Notice.
- The fraud hotline information

The following information is available, upon request, from HABC’s Central Office and from each site development management office:

- A copy of the ACOP
• A copy of the HABC MTW Plan
• Information on application taking
• Directory of the HABC's housing sites including names, address of offices and office hours at each facility.
• A copy of the lease
• Resident selection policies
• Information on application taking
• Income limits for admission
• HABC's grievance procedures
• Mission Statement

1.9 TERMINOLOGY

The Housing Authority of Baltimore City is referred to as the "Housing Authority" or "HABC" throughout this document.

• "Disability" is used where "handicap" was formerly used.

• "Family" is used interchangeably with "Applicant," "Resident" or "Participant" and includes a single-person family.

• “INS” refers to the Immigration and Naturalization Service, or its successor agency. "Landlord" refers to HABC.

• "Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

• “Resident” or "Tenant" is used to refer to lessees of HABC. HABC. See Glossary for other terminology.
CHAPTER 2: FAIR HOUSING AND EQUAL OPPORTUNITY

2.1 FAIR HOUSING POLICY

It is the policy of HABC 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.

HABC shall not on the basis of race, color, sex, religion, national origin, ancestry, age, familial status, marital status, disability, sexual orientation or gender identity:

- Deny any family or individual the equal opportunity to apply for or receive assistance under the Public Housing Program;
- Deny to any family the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- Provide housing that is different from that provided to others;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission; or
- Deny a person access to the same level of services.

To further its commitment to full compliance with applicable Civil Rights laws, HABC will provide Federal, State, and local information to residents regarding unlawful discrimination in housing and the recourse available to families who believe they are victims of such discrimination. Such information will be made available during the pre-occupancy training session. In addition, fair housing information and discrimination complaint forms will be made available upon request by the asset managers at each of the site developments and by HABC’s Fair Housing & Equal Opportunity Office.

HABC staff will be required to attend fair housing training, which will include the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Appropriate staff will attend local fair housing training update programs sponsored by HABC, HUD and local organizations to keep current with new developments.

Fair Housing posters are posted throughout the HABC offices, including in the lobby and...
interview rooms, in such a manner as to be easily readable from a wheelchair. The equal opportunity logo will be used on all outreach materials.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 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 HABC facilities are inaccessible to or unusable by persons with disabilities.

The HABC offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided through the Maryland Relay System.

2.2 MONITORING AND ENFORCEMENT OF HABC’S POLICY AND PROGRAMS

HABC’s Fair Housing and Equal Opportunity Office (“FH&EO Office”) is responsible for monitoring HABC’s compliance with, and enforcing the requirements of the fair housing laws and HABC’s fair housing policy as set forth in this ACOP. The FH&EO Office is located at 417 E. Fayette Street, Baltimore, Maryland (410-396-4247).

2.3 COMPLIANCE WITH ACCESSIBILITY REQUIREMENTS

HABC has amended its capital plan to fund renovations to a number of units to make them accessible in compliance with Section 504, the ADA, and the FHA.

2.4 REASONABLE ACCOMMODATIONS POLICY

As set forth in The HABC Reasonable Accommodations Policy and Procedures, HABC is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of HABC’s housing services or programs, solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to HABC policy, HABC will provide such accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial or administrative burden. In such case, HABC will make another accommodation that would not result in a financial or administrative burden. Written information regarding this policy and the procedures for making a request for a reasonable accommodation is available at the Customer Relations Center, Public Housing Management Offices, HABC’s Central Office, HABC’s Fair Housing and Equal Opportunity Office and HABC’s web site.

Reasonable accommodations will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide information on behalf of the person with the disability, but only with the permission of the person with the disability.
All HABC mailings will be made available in an accessible format upon request, as a reasonable accommodation.

The definitions of the terms “individual with a disabilities”, as defined by Section 504, and “person with disabilities”, as defined by the ADA, are set forth in the glossary to this ACOP.

2.4.1 Verification of Disability

HABC may verify a requestor’s disability only to the extent necessary to ensure that the requestor is qualified for the housing for which he or she had applied, is qualified for deductions used in determining adjusted income, is entitled to preferences that have been claimed, and/or that the requested accommodation is needed to address or because of a disability. HABC will not require persons requesting a reasonable accommodation to provide access to confidential medical records in order to verify a disability and will not require specific details about the disability. HABC may require documentation of the manifestation of the disability that causes a specific need for a specific accommodation or accessible unit.

2.4.2 Reexamination by Mail

HABC will permit the family to submit reexamination forms through the mail as a reasonable accommodation due to a family member’s disability. The mail-in packet will include notice to the family of HABC’s deadline for returning the completed forms to HABC.

If there is more than one adult member in the household, but only one has a disability, re-certification will not be processed through the mail. In such cases, the family may choose to have the HABC conduct the re-certification by a home visit or to have the non-disabled adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

2.4.3 Home Visits

When requested and where the need for reasonable accommodation has been established, HABC will conduct home visits to residents to conduct re-certifications.

Requests for home visit re-certifications must be received by HABC at least five business days before the scheduled appointment date in order for the request to be considered.

2.4.4 Other Accommodations

HABC utilizes organizations that provide assistance for hearing- and sight-impaired persons when needed.
When needed to address a disability, families will be offered an accessible unit or a unit with accessible features unless it would result in undue financial and administrative burdens.

2.5 LANGUAGE INTERPRETATION, TRANSLATION OF DOCUMENTS

HABC uses contractors to:

- Provide language interpretation services over the telephone;
- Translate documents; and
- Provide American Sign Language interpretation.

Information about how to request these services is available to HABC staff on the Baltimore Housing intranet site. The Baltimore Housing intranet web site also provides a link to documents translated by HUD.

2.5.1 Language Assistance

HABC will provide readers to assist persons with literacy barriers in completing the application and certification process.

2.6 FAMILY OUTREACH

HABC may publicize and disseminate information to make known the availability of housing assistance and related services for eligible families. When HABC’s waiting list is open, HABC may publicize the availability and nature of housing assistance for eligible families through, including but not limited to, the:

- Baltimore Sun
- Afro-American Newspaper
- City Paper
- Baltimore Housing Website

HABC may extend outreach subject to determination of any minority group reaching 2% of the total population, based on the most recent census or amendment thereto.

To further enhance outreach, HABC may distribute fact sheets to the broadcasting media and may initiate personal contacts with members of the news media, with community service personnel and with not-for-profit organizations servicing non-English speaking populations.
HABC may also utilize public service announcements.

HABC may communicate housing opportunities and eligibility requirements to other service providers in the community, so that they may refer their clients to HABC for housing assistance.

2.7 VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND/OR STALKING

The purpose of this policy is to implement applicable provisions of the Violence Against Women Act of 2005 and the Violence Against Women Reauthorization Act of 2013 (collectively VAWA), and to set forth HABC’s policies regarding domestic violence, dating violence, sexual assault and stalking. Notwithstanding VAWA’s title, this policy is gender-neutral.

2.7.1 Assistance to VAWA Victims

No applicant to HABC’s 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.

2.7.2 VAWA Provisions on Termination of Assistance to Victims and Offenders

VAWA provides that “no person may deny assistance, tenancy, or occupancy rights to housing assisted under a covered housing program to a resident solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the resident or any guest or other person under the control of the resident, if the resident or an affiliated individual of the resident is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.”

HABC may exercise its authority to “bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a resident or lawful occupant of the housing 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 a victim of such criminal activity who is also a resident or lawful occupant of the housing.”

VAWA does not limit HABC’s authority to terminate the assistance of any resident if HABC “can demonstrate that an actual and imminent threat to other residents or individuals employed at or providing service to the property would be present if the assistance is not terminated or the resident is not evicted.”

2.7.3 Victim Documentation

When a resident family is facing termination of assistance because of the actions of a resident
household member, or other person under the resident’s control and a resident or immediate family member of the resident’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault or stalking, HABC will require the individual to submit documentation affirming that claim.

HABC will accept one of three methods for certification of a claim:

- A completed HUD form 50066, which HABC will make available to a resident family upon request and/or

- A Federal, State, tribal, territorial, local police or other law enforcement or court record and/or

- Documentation signed and attested to by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault or stalking has signed or attested to the documentation.

The required certification and supporting documentation must be submitted to HABC within 14 business days after HABC issues a written request for the documentation. The 14-day deadline may be extended at HABC’s discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, HABC may proceed with termination of assistance.

If HABC can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property, if the resident’s tenancy is not terminated, HABC will bypass the standard process and proceed with the immediate termination of the family’s assistance.

2.7.4 Terminating Assistance of a VAWA Offender

Although VAWA provides termination protection for victims of domestic violence, dating violence, sexual assault and stalking, it does not provide protection for offenders. HABC may exercise its explicit authority to “evict, remove, or terminate assistance to any individual who is a resident or lawful occupant of the housing 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 a victim of such criminal activity who is also a resident or lawful occupant of the housing.”

This authority supersedes any local, state, or other federal law to the contrary. However, if HABC chooses to exercise this authority, HABC will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance.
When the actions of a resident or other family member result in a decision to terminate the family’s assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, HABC will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, HABC will terminate only the offender’s assistance. If the victim does not provide the certification and supporting documentation, as required, HABC will proceed with termination of the family’s assistance.

If HABC can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if the resident’s tenancy is not terminated, HABC will bypass the standard process and proceed with the immediate termination of the family’s assistance.

Information requirements related the termination notices and VAWA can be found in the chapter on Lease Termination.

The policy regarding approve VAWA transfers is set forth in the chapter of the ACOP that addresses Transfers.

2.7.5 Confidentiality Requirements

All information provided to HABC regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law. HABC will maintain information regarding domestic violence, dating violence, sexual assault or stalking in a sealed envelope in the resident’s file.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, HABC will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

2.7.6 Conflicting Documentation

In cases where HABC receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, HABC may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). HABC shall honor any court orders issued to protect the victim or to address the distribution of property.
2.7.7 Discretion to Require No Formal Documentation

HABC has the discretion to provide benefits to an individual based solely on the individual’s statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). If HABC accepts an individual’s statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, HABC will document acceptance of the statement or evidence in the individual’s file.

2.7.8 Failure to Provide Documentation

In order to deny relief for protection under VAWA, HABC will provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as HABC may allow, HABC may deny relief for protection under VAWA.

2.7.9 Housing Act Definitions

The following definitions, which are related to VAWA, can be found in the “Glossary” section of the ACOP:

- Domestic Violence
- Dating Violence
- Sexual Assault
- Stalking
- Affiliated Individual
3.1 INTRODUCTION

The policy of HABC is to ensure that all applicants are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance and for placement and denial of placement on the waiting lists.

3.2 APPLYING FOR HOUSING ASSISTANCE

HABC maintains waiting lists for: (a) properties that it owns and manages; (b) properties that have been converted under the Rental Assistance Demonstration (RAD); (c) properties with the Long Term Affordable (LTA) units; and (d) properties with privately owned and/or managed public housing units. These waiting lists are administered by HABC’s Admissions and Leasing Office.

When the public housing waiting lists are open, applicants must complete a preliminary application (pre-application) through HABC’s on-line applicant portal. The on-line portal may be accessed via computer, smart phone, tablet or at kiosks located at HABC’s Admissions and Leasing Office and at various other HABC properties.

Pre-applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities may call HABC if they need a reasonable accommodation to complete the pre-application through the on-line portal.

Applicants who complete a pre-application through HABC’s on-line portal will receive confirmation, via email, that they have been placed on one or more waiting lists based on the location selections they have made for which they are eligible.

3.3 PRE-APPLICATION

The purpose of the pre-application is to collect information needed to place applicants on the appropriate waiting lists based on locations selected by applicants or the community waiting list if the applicant does not select any locations.

Interviews are not conducted as part of the pre-application process. A completed pre-application will contain the following:

- Name of the head of household and all household members;
- Dates of birth of the head of household and all household members;
- Social Security number for head of household (Social Security numbers of the other household members will be requested during the eligibility screening);
• Mailing address;

• Email address (if the applicant does not have an email address, the on-line portal will direct the applicant to a link to establish one);

• Annual income for the household;

• Race and ethnicity of the head of household;

• Electronic acknowledgement by the head of household of the accuracy of the information provided;

• Locations of sites where applicant would accept a unit (which includes the option of being placed on the community-wide waiting list.

3.4 PLACEMENT ON THE WAITING LIST

Pre-applications will be entered into HABC’s waiting list after being submitted to HABC’s on-line portal. Applicants will be placed on the list according to location based selections, date and time of application and size and type of the unit needed.

HABC will not pre-screen pre-applications. Information on the application will not be verified until the applicant has been selected for the eligibility determination. Eligibility will be determined when the full application process is completed and all information is verified.

3.5 ADMINISTRATION OF THE WAITING LIST

HABC’s waiting list will be administered in such manner to allow HABC to accurately identify and select families in the proper order, according to admission policies described in this ACOP.

HABC may adopt a community wide waiting list or location based waiting lists (LBWL) or both.

The waiting list will contain information required by federal regulations at 24 CFR as may be amended.

3.6 CLOSING THE WAITING LISTS

HABC may close the waiting list in whole or in part if there are enough applicants to fill anticipated openings for the next five years. The waiting list may not be closed if doing so would have a discriminatory impact inconsistent with applicable civil rights and fair housing laws and regulations.
Closing of the waiting list will be announced on the Baltimore Housing website and in newspapers of general circulation, minority publications and other suitable media outlets.

**3.7 OPENING THE WAITING LIST**

When HABC opens the waiting list, HABC will provide notice of the opening on the Baltimore Housing website and in newspapers of general circulation, minority publications and other suitable media outlets. The notice will be made in an accessible format if requested.

To reach persons with disabilities, HABC will provide separate notice to local organizations representing the interests and needs of persons with disabilities.

The waiting list shall be open for the period needed to cover projected turnover for the next five years. HABC will give at least 30 days’ notice to the public prior to closing the list.

**3.8 UPDATING & PURGING THE WAITING LIST**

Applicants are required to update any changes pertaining to their application or applicant status, including but not limited to household composition, address, income and location based selections, via the on-line portal. The on-line portal may be accessed by computer, smart phone tablet or kiosks located at HABC’s Admissions and Leasing Office and at various other HABC properties.

Changes in an applicant’s circumstances while on the waiting list may affect the applicant’s eligibility for a particular bedroom size or eligibility for a selected location. When an applicant reports a change that affects placement on the waiting list, the waiting list will be updated accordingly.

If communication sent by HABC to an applicant is returned with a forwarding address, HABC will resend the communication to the new address.

HABC will remove the names of applicants who do not respond in a timely manner to a communication by HABC and cannot be reached by email, mail, telephone or via the contacts listed on their pre-application.

When an applicant is removed from the waiting list during the update process for failure to respond to an update request, no informal hearing will be offered. The applicant’s failure to respond prevents HABC from making an eligibility determination; therefore no informal hearing is required.

When an applicant is removed from the waiting list for failure to respond, HABC may reinstate the applicant if the lack of response was due to HABC error, or in response to an applicant’s reasonable accommodation request (indicating that the failure to respond was due to a disability) or due to circumstances beyond the applicant’s control.
3.9 REMOVAL FROM THE WAITING LIST

HABC will remove an applicant from the waiting list upon request by the applicant family. In such cases no informal hearing is required.

3.10 WHO MAY APPLY

To apply for housing, an applicant must be an adult who is at least 18 years of age or older or an emancipated minor.

3.11 MULTIPLE FAMILIES IN SAME HOUSEHOLD

If two families living together apply as a family unit, they will be treated as a family unit.

3.12 LOCATION BASED WAITING LISTS

LBWLs allow families to select the developments where they wish to reside. LBWLs must be maintained and operated in a manner that is consistent with applicable civil rights and fair housing laws and regulations.

It is HABC’s intention to establish LBWLs for all units that must be occupied by persons on HABC’s public housing waiting list, including conventional public housing developments, scattered site properties, RAD properties, properties with LA units and properties with public housing units that are in privately owned/managed properties.

The procedures for administration of the LBWLs are set forth in the LBWL Operating Order.
CHAPTER 4: ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

This Chapter defines HABC’s criteria for admission and denial of admission to the program. The policy of HABC is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of applicants. HABC staff will review the information provided by the applicant carefully and without regard to factors other than those defined in this Chapter. Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by HABC pertaining to their eligibility.

The second phase of the admissions process is the "determination of eligibility". At this time HABC verifies that the information provided to HABC by the applicant is current and determines if the applicant is eligible to live in public housing, RAD properties and properties with LTA units.

With the exception of the units that meet the Uniform Federal Accessibility Standards (“UFAS”), HABC does not determine eligibility of applicants for Albemarle Square, Broadway Overlook and Homes for Arundel because each of these sites maintains a site based waiting list. HABC does refer residents and applicants to Albemarle Square, Broadway Overlook and Homes for Arundel to occupy their UFAS units.

Pursuant to the Thompson Consent Decree, HABC created 22 public housing units (Thompson 22 Units) in neighborhoods within Baltimore City. HABC’s Admissions and Leasing Office is responsible for screening the families for the Thompson 22 Units in accordance with the criteria outlined in this chapter. The Baltimore Regional Housing Partnership (BRHP) is under contract with HABC to counsel and prepare the families prior to them moving into the units.

The RAD properties and the properties with LTA units conduct additional screening for eligibility pursuant to the LTA Criteria. In addition, other privately owned and managed sites conduct additional screening pursuant to their tenant selection and assignment plans.

4.2 DEFINITIONS

4.2.1 Family

To be eligible for admission, an applicant must qualify as a family. The definition of family is made regardless of actual or perceived sexual orientation, gender identity, or marital status, Family as defined by HUD, includes but is not limited to the following:

- A family with or without children (if a child is temporarily absent from home due to placement in foster care, the temporary absence shall not be considered in determining the family composition and family size if the absence is presumed to be for less than 180
days);

- An elderly family;
- A near-elderly family;
- A non-elderly person with a disability family;
- The remaining member of a resident family who was listed on the lease;
- A one person household who is not elderly, displaced, or a person with disabilities;
- Two or more elderly persons or persons with disabilities living together,
- One or more elderly persons or persons with disabilities who have a live-in aide;
- Two or more near-elderly persons living together,
- One or more near-elderly persons who have a live-in aide.
- Two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual’s income and other resources will be available to meet the needs of the family.

4.2.2 Household

Household is a broader term that includes additional people who, with HABC’s permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

4.2.3 Elderly Persons

An Elderly Person is a person who is at least 62 years of age.

4.2.4 Near-Elderly Persons

A Near-Elderly person is a person who is 50-61 years of age.

4.2.5 Elderly Family

An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person. Identifying elderly families is important because these families qualify for the elderly family
allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

An elderly family is one in which the head, spouse, co-head, or sole member is an elderly person. Elderly families qualify for the elderly family allowance and the medical allowance described in Chapter 8 and may qualify for a senior only development, an HABC mixed population development or a RAD mixed population development.

4.2.6 Non-elderly Person with a Disability Family

A non-elderly person with a disability family is a family whose sole member, head of household, or head of household’s spouse is a person with a disability who is under the age of sixty-two (62), and who is eligible for a one bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability related reasons. A non-elderly person with a disability may qualify for LTA units designated for non-elderly persons with disabilities, an HABC mixed population development or a RAD mixed population development.

4.2.7 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/local law.

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order declaring them as an emancipated minor. If there is no court order, HABC will consider other evidence of emancipation recognized under Maryland state law such as, for example, a person under 18 who is married or serving in the military.

A family may designate an elderly member or member who is a non-elderly person with a disability as head of household solely to qualify the family for the income deduction available for elderly persons and non-elderly persons with disabilities, provided that the person is at least partially responsible for paying the rent.

4.2.8 Spouse of Head of Household

Spouse means the marriage partner of the Head of Household.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.
4.2.9 Co-head

An individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not spouse. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

4.2.10 Adult/Other Adult

An adult is an individual who is 18 years of age or older. Other adult means a family member, other than the head of household, spouse or co-head, who is 18 years of age or older. Foster adults and live-in aides are NOT considered other adults.

4.2.11 Other Definitions

Definitions for the following can be found in the glossary:

- Dependent
- Full Time Student

4.3 FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are adults, unrelated to the resident family, who are approved by a state placement agency to live with the household. Foster children are children approved by a state placement agency to live with household.

Foster children and foster adults who are living with an applicant or resident family are considered household members but not family members and therefore do not have residual rights to the unit.

4.4 LIVE-IN AIDE

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

- Is 18 years of age or older;
- Is essential to the care and well-being of an elderly person or a person with disabilities in the household as verified in writing by a health professional;
- Is not obligated for the support of the person(s);
- Would not be living in the unit except to provide care for the person(s); and
• Can demonstrate current residency in good standing by providing a landlord reference.

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

• The income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

• Live-in aides are not subject to Noncitizen Rule requirements.

• Live-in aides may not be considered as a remaining member of the resident family.

Relatives are not automatically excluded from being live-in aides.

Residents may not convert a live-in aide to a household member because such a conversion would allow individuals to circumvent the application process and the public housing waiting list.

HABC will not allow household members currently listed on the lease to become the live-in aide. Residents may not remove household members from the household only to add the same household member back as a live-in aide.

A live-in aide may only reside in the unit with the approval of HABC. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker certifying that a live-in aide is needed for the care of the family member who is elderly or a person with a disability.

After HABC approves the addition of a live-in aide on behalf of an applicant or a resident, the applicant or resident must submit a specific live-in aide’s name and information for approval by HABC.

Any person proposed as a live-in aide, including relatives, must pass HABC’s screening eligibility criteria. HABC has the right to disapprove the person identified to be the live-in aide based on the "Other Eligibility Criteria" described in this Chapter, as applicable.

Because a live-in aide is an individual who resides in a unit in order to assist a person who is elderly or has a disability, and is not considered to be a household member, it is HABC's policy that no more than one individual at a time may serve as the live-in aide and reside in the resident’s unit. HABC is not obligated to house the family members of live-in aides.

If the live-in aide or a live-in aide’s guest violates a lease provision or participates in drug-related or criminal activity, HABC will rescind the live-in aide’s right to occupy the unit. When HABC rescinds the live-in aide’s right to occupy the unit, the live-in aide is not entitled to the grievance hearing process of the agency.
4.5 JOINT CUSTODY OF DEPENDENTS

Dependents who are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or resident (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family will be allowed to claim the dependents, HABC will make the determination based on available documents such as court orders and IRS income tax returns showing which family has claimed the child for income tax purposes, school records, and/or other credible documentation.

HABC may make an exception to the Occupancy Standard policy set forth in this ACOP and allow two assisted households space for the same dependent children where there is joint physical and legal custody; however, HABC will only allow one household to claim the dependent deduction. Exceptions to the Occupancy Standard policy for these instances will be reviewed on a case by case basis.

4.6 REQUIREMENT TO ATTEND INTERVIEW

Applicants are required to attend an interview. HABC will verify applicant information, conduct eligibility and suitability screening and then make a determination about the applicant’s eligibility for assistance. Screening will be carried out in accordance with the policies in this ACOP.

Applicants will be sent an eligibility appointment letter when they reach the top of the waiting list. The letter scheduling the interview will identify the documents the applicant is required to bring to the interview and the factors to be verified. HABC utilizes the application interview to discuss the family’s circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to provide to the family information about the application process, verification process, and other HABC services or programs, which may be available.

All adult household members are required to attend the interview. If the applicant misses the second interview HABC will attempt to contact the head of household by phone and schedule a third interview. If HABC is unable to reach the applicant or the applicant misses two scheduled meeting(s), HABC will withdraw the application from the waiting list after attempting to reach the applicant via all of the contact information provided by the applicant.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices or to have the interview conducted at a location other than HABC’s offices. A designee will be allowed to provide information on behalf of the applicant, but only with permission of the person with a disability.
If an application is withdrawn due to failure to attend the full application interview, the applicant will be notified in writing that the application has been withdrawn from the waiting list and that they may re-apply for housing assistance if the waiting list is open. The applicant will also be offered an opportunity to request an informal hearing. (See CHAPTER 16: COMPLAINTS AND GRIEVANCES)

The head of household and spouse, regardless of age, and all adult members must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by HABC. Applicants will be required to sign specific verification and/or consent forms for information that is not covered by the HUD-9886. Failure to sign required documents will be cause for withdrawal of the application for failure to provide necessary certifications and releases as required by HABC.

Information provided by the applicant will be verified, including information related to preferences, family composition, income, allowances and deductions, assets, eligible immigration status, full-time student status and other factors related to eligibility and rent calculation.

If HABC determines at or after the interview that additional information or document(s) are needed, HABC will request the document(s) or information in writing. The applicant will be given 10 working days to supply the information. If the information is not supplied in this time period, HABC will provide the applicant a notification of denial for assistance. The applicant will also be offered an opportunity to request an informal hearing. (See CHAPTER 16: COMPLAINTS AND GRIEVANCES)

4.7 COMPLETION OF A FULL APPLICATION

The full application for housing will be completed during the eligibility interview. Applicants will be required to furnish complete and accurate information as requested by the interviewer during the interview. HABC will obtain the information necessary to process and screen applicants for eligibility and suitability.

4.8 VERIFYING FACTORS FOR ELIGIBILITY

Upon completion of the application interview, the following items will be verified to determine eligibility for admission to HABC’s housing:

- Local preference
- Family composition and type (elderly/non elderly person with a disability/family)
- Annual income (including assets and asset income)
- Deductions from annual income
- Social Security numbers for all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal history report
• Credit history
• Prior debt to a federally and/or state assisted housing program
• Prior tenancy in federally assisted housing
• Landlord references

The household is not eligible for a unit offer until a final eligibility determination has been made and an appropriate vacant unit is available.

4.9 QUALIFICATION FOR ADMISSION

An applicant is qualified if he or she meets the following criteria:

• Is a family as defined in this Chapter;
• Heads a household where at least one member of the household is either a citizen or eligible non-citizen.
• Has an annual income at the time of admission at or below defined income limits.
• Provides a Social Security number for all family members as required;
• Consents to HABC’s collection and use of family information as provided for in HABC consent forms.
• Meets the tenant Selection and Suitability Criteria as set forth in this policy including the criminal background screening, debt screening, suitability screening and the attendance and successful completion of the HABC’s pre-occupancy class.

4.10 DESIGNATED HOUSING

HABC has units that are designated for occupancy by elderly persons and other units that are designated for non-elderly persons with a disability. Designated units reserved for elderly persons and/or for non-elderly persons with a disability shall only be occupied by applicants who meet the criteria for the designated units.

4.11 ELIGIBILITY AND SCREENING CRITERIA

The applicant must provide information needed by HABC to confirm eligibility and to determine the appropriate level of assistance. An applicant’s intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowance, family composition or rent will result in denial of admissions.
4.11.1 Preference Verification

As part of the screening process, where applicable, HABC will identify the admissions preference under which the applicant was selected from the waiting list. HABC will verify that the applicant meets the claimed admissions preference.

Where an applicant was selected from the waiting list under a certain preference and where the applicant cannot verify eligibility for such preference, HABC will return the applicant to the waiting list with no preference. The applicant’s position on the waiting list will be re-ordered to reflect the revision to the preference status. The applicant will retain the original date and time of application.

4.11.2 Legal Capacity of the Head of Household

The head of household must have the legal capacity to enter into a lease under state and local law. HABC does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18 and, under State/local law, does not have the legal capacity to enter into a legally binding contract. A minor who is emancipated under state law may be designated the head of household.

4.11.3 Income Limits for Eligibility

To be income eligible, the annual income of an applicant must meet one of the following:

- **Low-income family.** A family whose annual income does not exceed 80 percent of area median income (AMI), adjusted for family size.

- **Very low-income family.** A family whose annual income does not exceed 50 percent of AMI, adjusted for family size.

- **Extremely low-income family.** A family whose annual income does not exceed the higher of the federal poverty level or 30 percent of AMI.

4.11.4 Mandatory Social Security Numbers

The applicant and all members of the applicant’s household must provide the complete and accurate Social Security number assigned to each household member, and the documentation necessary to verify each Social Security number. See CHAPTER 7: VERIFICATION for specific verification policies related to Social Security numbers.

These requirements do not apply to noncitizens who do not contend they have eligible immigration status.
Those applicants who cannot provide verification of Social Security numbers at the time of screening will be given 90 calendar days to provide verification of their Social Security number. If Social Security number verification is not provided within the required time frame, HABC will deny assistance to the applicant.

The Social Security number requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of Social Security numbers is grounds for termination of tenancy.

The SSN requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for termination of tenancy.

Individuals exempt from providing a Social Security number are:

- Individuals who do not have eligible immigration status; and

- Residents age 62 and older as of January 31, 2012, whose initial determination of eligibility was begun before January 31, 2010.

Residents who have previously disclosed a valid Social Security number during a recertification process will not be required to resubmit a Social Security number unless they are issued a new Social Security number by the Social Security Administration.

4.11.5 Citizenship/Eligible Immigration Status

In order to receive assistance, at least one family member must be a U.S. citizen, national or non-citizen with eligible immigration status. Eligible immigrants are persons who are in one of the six immigrant categories as 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. HABC will verify the citizenship/immigration status of applicants when other eligibility factors are determined.

See CHAPTER 7: VERIFICATION for policies related to verification of citizenship and eligible immigration status.

4.11.6 Mixed Families

A mixed family means a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. As long as one family member is either a citizen or an eligible immigrant, the family will qualify as a mixed family and will have their housing assistance pro-rated (which means that such family will pay a higher rent than the family would if all family members were either citizens or eligible immigrants).
4.11.7 No 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 a hearing. (See CHAPTER 16: COMPLAINTS AND GRIEVANCES).

4.11.8 Non-citizen Students

Non-citizen students, as defined by HUD in the regulations, are not eligible for assistance. HABC will establish and verify that an applicant is a non-citizen student before denying eligibility. See regulations at 24 CFR 5.522.

4.11.9 Occupancy by Police Officers

In order to provide an increased sense of security for public housing residents HABC may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to HABC's public housing program.

4.12 OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with The MTW Agreement and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

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;
- Care for and avoid damaging the unit and common areas;
- Use facilities, appliances and equipment in a reasonable way;
- Create no health or safety hazards;
- Report maintenance needs in a timely manner;
- Not interfere with the rights and peaceful enjoyment of others;
- Avoid damaging the property of others;
- Not engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff;
- Not engage in drug-related criminal activity on or off the HABC premises;
- Not have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of federally assisted housing;
- Not contain a household member subject to lifetime sex offender registration requirement under a state sex offender registration program;
• Comply with necessary and reasonable rules and program requirements of HUD and HABC; and
• Comply with local health and safety codes.

4.13 ADMINISTRATION OF SCREENING

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, sex, religion, national origin, ancestry, age, familial status, marital status, disability, sexual orientation or gender identity, and not to violate a right to privacy.

4.14 DEFINITIONS RELATED TO SCREENING

• “Currently engaging in or engaged in drug-related criminal activity” includes but is not limited to:
  
  • Evidence that the individual has, within the past three years, engaged in the behavior recently enough to justify a reasonable belief that the individual’s behavior is current.
  
  • Evidence of a history or pattern of illegal substance abuse that the individual has, within the past three years, engaged in to justify a reasonable belief that the individual’s behavior is current.

• “Currently engaging in or engaged in violent or other criminal activity” includes but is not limited to:
  
  • Evidence that the individual has, within the past three years, engaged in the behavior recently enough to justify a reasonable belief that the individual’s behavior is current.
  
  • Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors;
  
  • Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other residents.

• “Controlled substance” and “Drug” means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

• “Drug-related criminal activity” means the illegal manufacture, sale, distribution, 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 means on or off the premises, not just on or near the premises.
• “Covered person” means a resident, any member of the resident’s household, a guest, or another person under the resident’s control.

• “Guest” for purposes of this Chapter, means 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.

• “Household” means the resident family and HABC-approved live-in aide.

• “Other Criminal Activity” 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 HABC.

• “Other Person under the Resident’s Control,” means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) 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.

• “Premises” means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

• “Violent criminal activity” means 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.

4.15 ENTERPRISE INCOME VERIFICATION (EIV) SCREENING

HABC will conduct EIV screening for new applicants. An EIV existing tenant search will be conducted on minor and adult members to identify applicants who may be receiving federal rental assistance. If the EIV existing tenant search reveals that an applicant may be receiving another federal housing program subsidy, HABC will give the applicant the opportunity to explain any circumstances relative to his/her receiving another federal rental assistance subsidy. HABC may contact the respective Public Housing Agency (PHA) or owner to confirm the individual’s program participation status before admission. HABC will not enter into a lease with an applicant until confirmation is obtained that there will be no duplicate rental assistance.

HABC will conduct EIV screening on all adult household members to identify former residents of federally assisted rental programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or to a landlord as a result of participation in the Housing Choice Voucher Program (HCVP).
HABC will retain the search results with the application along with any documentation obtained as a result of contacts with the applicant and the PHA and/or owner at the other location.

**4.16 DEBT SCREENING**

HABC will conduct a debt screening on all members 18 years old or older.

Previous outstanding debts to HABC or any public housing authority resulting from a previous tenancy in the public housing or participation in the HCVP must be paid in full prior to admission. No payment agreement will be accepted. The applicant will be rejected unless the applicant pays the debt in full within 60 calendar days from the date HABC notifies the applicant of the debt unless HABC determines that mitigating circumstances exist or the debt cannot be collected under law. Debts discharged in bankruptcy may not be collected. Debts may not be collected under Maryland state law three years after the debt was incurred. If the debt was incurred in another state, a determination as to whether the debt may be collected shall be made in consultation with HABC’s Office of Legal Affairs.

Each person who has signed the lease is responsible for the entire debt incurred as a previous HABC resident; however, remaining family members listed on the lease who did not sign the lease, such as children of the head of household or spouse, will not be held responsible for the parent's unpaid debt.

**4.16.1 Denial for Debt to HABC**

HABC may deny assistance to an applicant:

- If the applicant family has current debt to HABC or another PHA or a judgment against them in connection with participation in the HCVP or public housing assistance under the 1937 Act for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the applicant family under the lease and the amount is not fully repaid within 60 calendar days from the date HABC notifies the applicant of the debt; and/or

- If the applicant family has breached a repayment agreement with HABC or another PHA entered in connection with participation in the HCVP or public housing assistance under the 1937 Act, and the amount is not fully repaid within 60 calendar days from the date of the screening appointment.

**Mitigating Factors**

Review and approval by the Admissions and Leasing Manager is required when admission is based on mitigating factors. HABC may consider the following factors when considering denial of assistance related to debt screening:
• The effects that denial of assistance may have on other members of the family who were not involved in the action or failure.

• Circumstances which led to the creation of the debt, i.e. death of a household member, layoff, medical expenses.

• Current financial circumstances.

• The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.

4.17 CRIMINAL BACKGROUND SCREENING

HABC will check criminal history for all members of the applicant’s household who are 14 years of age and older to determine whether any such member has engaged in drug-related, violent or other criminal activity.

Verification of any past criminal activity will be done prior to final eligibility and will include a review of conviction records.

HABC will deny eligibility for admission for a period of 18 months for a misdemeanor conviction and for a period of three years for a felony conviction beginning on the date of conviction or the release from incarceration, whichever is later.

HABC will not base a determination that an applicant or household engaged in criminal activity warranting denial of admission, termination of assistance, or eviction on a record of arrest(s).

HABC has the authority to deny an applicant based on the results of the criminal background check. If HABC denies admission based on the criminal background check and the applicant disagrees with the results of the criminal background check the applicant may present documentation that the criminal background check results are incorrect.

If HABC denies assistance based on criminal record information, HABC will notify the applicant of the denial and will make the record available upon request to the applicant. The applicant will have an opportunity to dispute the accuracy and relevance of the information through the informal review process.

If the criminal record check identifies a pending criminal investigation or charge, HABC will suspend an eligibility determination. HABC will inform the applicant that he/she may request reactivation of the application within 90 calendar days of the final disposition of the case, provided the disposition is not a conviction. If reactivation of the application is not requested within 90 calendar days, the applicant will be withdrawn.
4.18 DENIALS

4.18.1 Mandatory Denials

HABC will deny assistance as a result of one of the following.

HABC will deny assistance as a result of one of the following.

- Any household member has been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing. This denial will be permanent.

- Any household member was evicted from public housing, Indian housing, or any Section 8 program because of drug-related or other criminal activity, for a three year period beginning on the date of eviction. For purposes of this ACOP, the term eviction shall include any household member leaving the unit because of a pending eviction, pending termination from the federally assisted program or other pending adverse action due to alleged criminal activity or due to a pending lease enforcement action.

- A member of the household who is subject to any registration requirement under a State sex offender registration program, so that the period of ineligibility will be the same as the period required for registration.

Mitigating Factors

Review and approval by the Admissions and Leasing Manager is required when admission is based on mitigating factors. HABC may consider the following as a mitigating factor to reverse mandatory denial of assistance related to criminal background screening:

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.18.2 Other Denials

HABC may deny assistance as a result of one of the following:

- HABC determines there is reasonable cause to believe that any household member is currently engaging in or has engaged in drug-related, violent, or other criminal activity.

- HABC determines there is reasonable cause to believe that any household member is currently abusing 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 HABC determines that there is a pattern of alcohol abuse.

Mitigating Factors

Review and approval by the Admissions and Leasing Manager is required when admission is based on mitigating factors. HABC may consider the following as mitigating factors to reverse denial of assistance related to criminal background screening during the information review process:

- The seriousness of the case, especially with respect to how it would affect other residents.

- The effects that denial of assistance may have on other members of the family who were not involved in the action or failure.

- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.

- The length of time since the violation occurred, the family’s recent history and the likelihood of favorable conduct in the future.

- Evidence of the family’s participation in or willingness to participate in social service or other appropriate counseling service programs.

- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. HABC will require the applicant to submit evidence of the household member’s current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

- Evidence of work history or history of community volunteer work

- Satisfactory completion of probation.

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

- The circumstances that led to eviction no longer exist, i.e. the criminal household member has died or is imprisoned.

4.19 CONFIDENTIALITY OF CRIMINAL RECORDS
HABC will ensure that any criminal record received is: (1) maintained confidentially; (2) not misused or improperly disseminated; and (3) is destroyed once the purpose for which it was requested is accomplished.

HABC will document in the applicant’s file that the applicant was denied admission due to findings in the Criminal History Report.

4.20 DISCLOSURE OF CRIMINAL RECORDS TO APPLICANT

When HABC takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing.

4.21 TENANT READINESS TRAINING

The admissions process will include a mandatory pre- and/or post-occupancy Tenant Readiness Training. HABC will make an effort to assess an applicant’s readiness for housing prior to admission. However, in certain circumstances HABC may require the applicant/resident to attend training after admission. These cases include but are not limited to:

- When the applicant must be housed precipitously due to an emergency (as defined by the policies in the Tenant Selection and Assignment chapter of this ACOP); or
- As a reasonable accommodation.

Notwithstanding the foregoing, an applicant’s failure to complete the Tenant Readiness Training may result in denial of admission or termination of tenancy.

4.22 SCREENING FOR SUITABILITY

HABC may conduct a detailed interview and screening of all applicants. The interview may contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

HABC may complete a rental history check on all applicants.

In the absence of satisfactory landlord documentation, applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease. If the applicant is a person with a disability, he or she must be able to demonstrate the ability and willingness to comply with the terms of the lease with or without a reasonable accommodation.

HABC may rely upon sources of information which may include, but are not limited to, HABC
records, personal interviews with the applicant or resident, interviews with previous landlords, employers, social workers, parole officers, criminal and court records, clinics, physicians, the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a resident, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

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

- The applicant's past performance in meeting financial obligations, especially payment of rent and utilities, which may include a credit history check;
- Eviction, a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, and past or present housekeeping habits that may adversely affect the health, safety, or welfare of other residents or neighbors.
- Any history or evidence of repeated acts of violence on the part of any applicant family member, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors;
- Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other residents.

4.22.1 Rent Paying Habits

HABC may examine any records from a prior tenancy, and may request written references from the applicant's current landlord and may request written references from former landlords up to the past three years to determine if the applicant was chronically late with rent payments, was evicted at any time during the past three years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances may be grounds for an ineligibility determination. HABC will consider the following factors during an informal review, if requested by the applicant:

1. Amount of former rent;
2. Loss of employment;
3. Death or divorce from primary support;
4. Illness or other circumstances beyond applicant’s control.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent
with applicable laws; or had a poor rent paying history clearly related to an excessive rent relative
to their income (using 50% of their gross income as a guide), and responsible efforts were made
by the applicant to resolve the nonpayment problem.

4.23 ESTIMATION OF DATE OF OCCUPANCY

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

4.24 DOCUMENTING FINDINGS RELATED TO SCREENING

An authorized representative of HABC will document any pertinent information received
relative to the following:

- **Criminal Activity** - includes the activities identified in the criminal background check.

- **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 HABC that the applicant has exhibited
  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.

- **Drug-Related Criminal Activity** - includes a determination by HABC that the applicant
  has been involved in the illegal manufacture, sale, distribution, or use of an illegal drug,
  or the possession of a drug with the intent to manufacture, sell, distribute or use the
  illegal drug.

- **Pattern of Alcohol Abuse** - includes a determination by HABC that the applicant's
  pattern of alcohol abuse might interfere with the health, safety or right to peaceful
  enjoyment of the premises by other residents.

- **Initiating Threats** - includes a determination by HABC that the applicant has a
  history of behaving in a manner indicating intent to assault employees or other
  residents.

- **Abandonment of a Public Housing Unit** – is a determination by HABC that the
  applicant left a PHA unit without advising PHA management staff so that staff could
  secure the unit and protect the property from vandalism.
- **Non-Payment of Rightful Obligations** – a determination by HABC that the applicant owes rent, utilities and/or other charges to HABC or any other public housing authority.

- **Intentionally Falsifying an Application for Leasing** – a determination by HABC that the applicant provided false information about family income OR size, used an alias on the application for housing, or made any other material false statement or omission intended to mislead.

- **Grossly Unsanitary or Hazardous Housekeeping** – a determination by HABC that the applicant created a fire hazard through acts such as hoarding rags, papers, or any other materials; severely damaged the premises and equipment; caused infestation; caused foul odors, deposited garbage in halls; or seriously neglected the premises. This category does not include a determination that the housekeeping is found to be superficially unclean or lacking in orderliness, where such conditions do not create a problem for neighbors.

- **Destruction of Property** – a determination by HABC that the applicant destroyed property in previous rentals.

### 4.25 PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

HABC will not reject an applicant because:

- The applicant has no income;
- The applicant is not employed;
- The applicant does not participate in a job-training program;
- The applicant will not apply for various welfare or benefit programs;
- The applicant has children;
- The applicant’s marital status;
- The applicant is on welfare;
- The applicant is a student

### 4.26 HEARINGS

If information is revealed that would cause HABC to deny admission to the household and the applicant disputes the information, s/he shall be given an opportunity for an informal hearing
according to the HABC’s hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

4.27 UPDATE OF FAMILY INFORMATION AFTER ELIGIBILITY DETERMINATION

After final eligibility determination, applicants must report changes in family status, including income, family composition, and address through: (1) the on-line portal, which may be accessed on a computer, tablet or smart phone; or (2) in person within 14 calendar days of the change. If the applicant does not report the change within the required time frame, the applicant will be determined ineligible and offered an opportunity for informal hearing.
CHAPTER 5: TENANT SELECTION AND ASSIGNMENT PLAN

5.1 INTRODUCTION

This chapter explains the policies for selection of applicants from the waiting list that will be assisted in HABC conventional public housing sites and other sites that use HABC’s ACOP and/or do not have their own tenant selection and assignment plan.

Applicants will be listed on the location based waiting lists in sequence based upon:

- Applicable preference factors;
- Date and time of application.

Applicants will be selected from the waiting lists to form a final eligibility "pool" based on the anticipated availability of units and size and type of units expected to be available. Applicants will be placed in the appropriate eligibility pool based on the size and type of unit needed after completing the verification and screening process.

To fill a vacancy, HABC will offer the dwelling unit to applicants at the top of the appropriate eligibility pool.

5.2 WAITING LIST PREFERENCES

Preferences are used to establish the order of placement on the waiting list and do not guarantee admission to the program. Every applicant must meet HABC's Selection Criteria as defined in this policy.

Applicants are contacted by HABC when they reach the top of a location based waiting list to verify their preference. HABC will verify during the full eligibility determination interview whether the applicant meets the criteria for the preference.

Among applicants with equal preference status, the waiting list will be organized by date and time.

5.3 LOCAL PREFERENCES

Local preferences are used to prioritize applicants on the waiting list. Public notice will be given before HABC adopts any new local preference not set forth in this ACOP. The notice will be publicized using the same guidelines as those for opening and closing the waiting list.

HABC uses the following Local Preferences:

1. Emergency Preferences
• Families displaced due to Natural Disaster in the Baltimore metropolitan area.

• Intimidated Crime Victims and Intimidated Witnesses of Crime Referred by the Maryland State’s Attorney or Deputy Attorney, the United States Attorney’s office or authorized persons within a law enforcement agency.

• Families displaced due to Public Action that occurs in Baltimore City.

2. Either the head of household, spouse or sole member of the family is:

• Employed

• Age 62 or older

• Enrolled in an approved Job Training Program;

• A veteran; or

• A family where one or more members is a person with a disability.

Residency Preference: HABC will grant priority within each preference categories to applicants who are residents of Baltimore City. Applicants who do not live in Baltimore City will only be considered for assistance after the waiting list is exhausted of applicants who live in the City regardless of preference.

5.4 ORDER OF SELECTION FOR THE 22 SCATTERED SITES THOMPSON UNITS

Under the Thompson Consent Decree, HABC created 22 public housing units in Baltimore City (Thompson 22 Units). HABC’s Admissions and Leasing Office is responsible for screening the applicants for the Thompson 22 Units in accordance with Chapter 4 of this ACOP. The families found eligible to move into the Thompson 22 Units will be housed in accordance with the following preferences:

• Current residents of HABC public housing who are in the Baltimore Regional Housing Partnership (“BRHP”) case load.

HABC’s Admissions and Leasing Office is also responsible for screening families to occupy the Thompson 22 Units that meet the Uniform Federal Accessibility Standards (“UFAS”) in accordance with the following preferences:

• 1st Preference – HABC public housing residents who are on the reasonable accommodation transfer waiting list and need the features of a UFAS unit; and
- 2nd Preference – Applicants on HABC’s public housing waiting list who need the features of a UFAS unit.

Families selected by the Admissions and Leasing Office for the Thompson 22 Units that are UFAS compliant will be referred to BRHP for pre-move counseling.

5.5 UNITS DESIGNATED FOR NON-ELDERLY PERSONS WITH DISABILITIES (NED)

Under the Bailey Consent Decree, 100 Long Term Affordable (LTA) units are being created for NEDs. Each LTA NED unit is to be occupied solely by NEDs from HABC’s public housing waiting list for 15 consecutive years. If a NED resident transfers out of one of the designated NED LTA units, HABC and the sites where these units are located are required to fill the designated NED unit with another NED applicant from the HABC public housing waiting list.

5.6 ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS

A mixed population development is one that is occupied by families whose head, spouse or sole member is at least 62 years of age, and by families whose head, co-head or spouse or sole member is a non-elderly person with a disability.

No limit will be established on the number of elderly families or non-elderly persons with disabilities who may occupy a mixed population development. All other HABC preferences will be applied.

Per HUD regulations, equal preference will be given to elderly families and non-elderly persons with disabilities.

Applicants who are referred to a development converted under the Rental Assistance Demonstration (RAD) may be screened by that development in accordance with the RAD Long Term Affordable (LTA) Criteria.

5.7 PREFERENCE DENIAL

If HABC denies a preference, the applicant will be placed on the waiting list without benefit of the preference.

HABC will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. The applicant must request an informal review within 14 calendar days. The request must be made in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Fair Housing information and discrimination complaint forms will be made available upon request by the asset managers at each of the site developments and by HABC’s Fair Housing & Equal Opportunity Office.
5.8 FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, HABC will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly or for non-elderly persons with disabilities limit the admission of families who match the characteristics and features of the vacant unit available.

By matching unit and applicant characteristics, it is possible that applicants who are lower on the waiting list may receive an offer of housing ahead of applicants with an earlier date and time of application.

Any admissions policies mandated by court order or directed by HUD related to desegregation or Fair Housing and Equal Opportunity will take precedence over HABC’s preference system.

5.9 LOW INCOME FAMILY ADMISSIONS

HABC will ensure that at least 75% of the families admitted into public housing from the waiting list have incomes that do not exceed 50% of the area median income as established in Baltimore City.

HABC will not admit any family whose income exceeds 80% of the HUD approved area median income.

5.10 UNITS DESIGNATED FOR THE ELDERLY

Elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to buildings designated for the elderly as approved by HUD.

5.11 OFFER OF ACCESSIBLE UNITS

HABC has units designed for persons with mobility impairments, referred to as UFAS units and accessible units.

Applicants in which no household member has a mobility impairment will not be offered these units until all residents and applicants who are eligible for the size of the available UFAS/accessible unit and who have a household member who has a mobility impairment have been considered.

Before offering a vacant UFAS/accessible unit to an applicant in which no household member has a mobility impairment, HABC will offer such units:
• First, to a current resident who was approved by HABC to transfer to a UFAS/accessible unit and who is on HABC’s reasonable accommodation transfer waiting list because the resident or a household member has a disability that requires the special features of the vacant unit;

• Second, to an eligible qualified applicant on HABC’s public housing waiting list who has a disability that requires the special features of the vacant unit or who has a household member who has a disability that requires the features of the unit.

When offering a UFAS/accessible unit to an applicant in which no household member has a mobility impairment, HABC will require the household to agree to move to an available non-UFAS/non-accessible unit within 30 calendar days when either a current resident or an applicant needs the features of the unit and there is another unit available for the household in which no household member has a mobility disability. This requirement will be a provision of the lease agreement.

5.12 PLAN FOR UNIT OFFERS

When the applicant completes the preliminary application, the applicant may select up to three locations or the first available unit. Until the date the applicant is determined eligible by HABC’s Admissions and Leasing Office, the applicant may change the selected locations: (1) via the on-line portal, which may be accessed on a computer, tablet or smart phone; or (2) in person. The applicant must accept the first unit that is offered. If the applicant rejects the first unit that is offered, the applicant will be withdrawn from the public housing waiting list.

HABC will maintain accurate records about each site and provide all applicants with complete information about all sites, including their location, number, size and type of units, amenities such as child care, security, transportation, and special programs available at and near each site. HABC will also provide the average length of wait to receive a unit offer at each site.

HABC will manage the location based waiting list in a manner that is consistent with HABC’s activities to affirmatively further fair housing, such as marketing to groups least likely to apply for public housing. In addition, HABC will have a system for regular review of the results of the location based waiting list operation to examine any changes in the racial and ethnic makeup of each site through the steps described below:

• As part of the annual MTW Plan preparation, HABC will assess any changes in the racial and ethnic make-up of each site based on data that has been determined to be accurate by HABC’s Independent Public Accountant;

• At least every three years, HABC will use independent testers or some other method approved by HUD to ensure that applicants are not treated differently based upon their race or ethnicity and that no patterns or practices of discrimination exist; and
• HABC will make changes in its location based waiting list system, as needed, based on the data and methods above to affirmatively further fair housing.

5.13 CHANGES PRIOR TO UNIT OFFER

Changes in an applicant’s status, including but not limited to changes in family composition or income, that occur during the period between the time that applicants are called in for the eligibility determination interview and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals).

5.13.1 Applicants with a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. HABC shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

If changes in the family composition or status result in a change in the size of the unit for which the family is eligible, the family will take the appropriate place on the waiting list for the appropriate size unit according to the date they first applied.

5.14 TIME LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 3 business days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, HABC will send a letter. Applicants will be removed from the waiting list if they do not respond within three business days. If a letter is sent via US Mail, the three business days is presumed to start two business days after the date on the letter. This policy presumes that the unit offer letter is mailed on the same date referenced on the unit offer letter.

5.15 APPLICANTS UNABLE TO TAKE OCCUPANCY

If an applicant accepts the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be removed from the waiting list.

"Good cause" for the refusal to take occupancy of a housing unit is defined as the following:

• Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program, which must be verified by the employer, job training program or day care center as applicable;
• For families who have a family member with a disability, inaccessibility to the medical provider or service provider, which must be verified by the family member’s healthcare professional;

• 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;

• The unit is inappropriate for the applicant's disabilities (if the inappropriateness of the unit is not obvious, HABC may require verification from the applicant’s healthcare professional);

• Other circumstances that are determined by HABC’s Admissions and Leasing Office to prevent the applicant from occupying the unit as may be verified by an independent third party.

5.16 REFUSAL OF OFFER

If the unit offered is inappropriate because of the applicant's or a family member's disabilities, the applicant will retain his/her position on the waiting list.

If the unit offered is refused for other reasons, HABC will follow the applicable policy as listed in the "Plan for Unit Offers" section.
CHAPTER 6: OCCUPANCY GUIDELINES

6.1 INTRODUCTION

Occupancy Guidelines are established by HABC to ensure that families occupy units of the appropriate size. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes based on the number of household members in the family when they are selected from the waiting list, when a family’s composition changes, or when a family requests an exception to the occupancy guidelines.

6.2 DETERMINING UNIT SIZE

HABC does not determine who shares a bedroom but there must be at least one person per bedroom. HABC’s Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines. HABC uses the general guidelines for determining the unit size below in conjunction with the Parameters for Determination of Unit Size.

General Guidelines for Determining Unit Size

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Persons in Household: (Minimum #)</th>
<th>Persons in Household: (Maximum #)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Bedroom</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>6</td>
<td>10</td>
</tr>
<tr>
<td>6 Bedrooms</td>
<td>8</td>
<td>12</td>
</tr>
</tbody>
</table>

6.3 PARAMETERS FOR DETERMINATION OF UNIT SIZE

For occupancy standards, an adult is a person as defined in this ACOP.

Generally HABC will assign a unit within the following guidelines:

- Single person families shall be allocated a zero or one bedroom.
- A same or opposite sex couple who is married, has an interdependent relationship or domestic partnership will be allocated a one bedroom.
- Other than adults who are married, have an interdependent relationship or domestic partnership, adults of the opposite sex will not be required to share a bedroom.
• Household members of the same sex who are seven or more years apart will not be required to share a bedroom, although they may share a bedroom at the family’s request.

• Two household members of the same sex who are less than seven years apart will be allocated one bedroom.

• Children and adults will not be required to share a bedroom, although they may share a bedroom at the family’s request.

• Children of the opposite sex will not be required to share a bedroom unless their age difference is not more than four years and the oldest child is five years old or younger; children of the opposite sex may share a bedroom at the family’s request.

• Foster children, appropriately documented, will be included in determining unit size only if they will be in the unit for more than 180 calendar days per year.

• Live-in aides will generally be provided a separate bedroom. See the policy on live-in aides for information on family members of live-in aides.

• Space may be provided for a student who is away at school but who lives with the family during school recesses.

• Space will not be provided for a family member who will be absent for more than 180 cumulative calendar days in a twelve month period, except for family members who have been called to active duty. In the case where a family member has been called to active duty, the family composition will remain unchanged even if the family member is absent from the unit for more than six months. After one year HABC may reevaluate the situation and may take action to transfer the family to another unit based on the family’s composition.

6.4 EXCEPTIONS TO OCCUPANCY STANDARDS

HABC may grant exceptions from the guidelines at the family’s request or if HABC determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances. 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, HABC will evaluate the relationship and ages of all family members and the overall size of the unit.

• At the applicant’s request or at the discretion of HABC, a family may be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines if in doing so, the family has an opportunity to be housed earlier, except where such placement conflicts with HABC’s requirements under the section “Parameters for Determination of
Unit Size.” If placed in a smaller sized unit, the family must agree not to request a transfer until the family composition changes or the family has occupied the unit for at least two years.

- The family may request placement on a larger bedroom size waiting list than indicated by HABC’s occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and will be verified by HABC before the family is placed on the larger bedroom size list.

  o HABC will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. An exception will be granted if the family has submitted an "Appointment of Temporary Guardian" to HABC. If this form has been submitted, HABC will also require that the family have initiated legal proceedings for guardianship or legal custody.

  o HABC will consider the following requests for a larger bedroom size:

    ✓ Person with Disability - HABC will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified by a healthcare provider familiar with the disability and who can explain how a larger unit will address the disability.

    ✓ To avoid vacancies, HABC may provide a family with a larger unit than the occupancy standards permit subject to the approval of the Chief Operating Officer or his/her designee.

- Children specified in joint custody agreements will be considered family members if the agreement specifies that they live with the parent for 50% or more of the time (at least 183 days a year) HABC will require verification of the custody agreement which may include school records and or court orders. When more than one applicant or client family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or recertification will be able to claim the dependents. If there is a dispute about which family should claim them, HABC will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes. For purposes of determining unit size, HABC will follow the occupancy guidelines found in Chapter 6 of this ACOP; however, an exception for an extra bedroom may be made for a child in a shared physical custody arrangement. In any shared physical custody arrangement, children may only be listed as a family member in one household.

6.5 ACCESSIBLE UNITS

HABC has units designed for persons with mobility impairments and for persons with sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and for persons requiring hearing and vision modifications.
Preference for occupancy of these units will be given to families who have family members who have disabilities and require the modifications or accessibility features provided in the units.

Accessible units must be offered first to residents on HABC’s reasonable accommodation transfer waiting list who have a household member who needs the accessibility features of the unit and second to applicants on HABC’s public housing waiting list who have a household member who needs the accessibility features of the unit. An accessible unit may be offered to either a resident or an applicant who does not have a household member who needs the features of the unit only after the unit has been offered to and rejected by residents and applicants who have a household member who needs the accessibility features of the unit.

If an accessible unit is offered and accepted by a resident or applicant who does not have a household member who needs the accessibility features of the unit, the resident or applicant must agree to a transfer to a non-accessible unit at a later date if HABC identifies a resident or an applicant who has a household member with a mobility impairment requiring the features of the accessible unit. This requirement is set forth in an Accessible Unit Lease Addendum, which must be signed by all residents leasing accessible units at the time the lease is signed.

6.6 FAMILY MOVES

The Asset Manager is required to complete a transfer application upon learning that a change in the household composition results in the family being under-house or over-housed. The Asset Manager may learn of a change in the composition of a resident family as a result of, among other things, information obtained during recertification or due to the removal of a family member as evidenced through a memorandum of understanding. If the transfer request is approved, the family will be placed on the appropriate transfer waiting list (See chapter on Transfers).

The occupancy guidelines in this section are to be used as a guide in determining when a change in the bedroom size is appropriate. Unusual situations not covered in this policy must be reviewed with the Admissions and Leasing Manager for a decision.
CHAPTER 7: VERIFICATION

7.1 INTRODUCTION

HABC and the privately owned/managed sites verify all information that is used to establish the family’s eligibility and level of assistance. Applicants and residents must cooperate with the verification process as a condition of receiving assistance. All information obtained through the verification process will be handled in accordance with the records management policies established by HABC and the privately owned/managed sites.

HABC will follow verification guidance in its approved MTW Plans and where not specifically stated in an MTW Plan, HABC and the privately owned/managed sites will follow verification guidance provided by HUD in Notice PIH 2010-19 and any subsequent guidance issued by HUD. This chapter describes the general verification process and summarizes the verification policies on income, assets, mandatory deductions and other family information used by HABC and the privately managed sites.

7.2 FAMILY CONSENT TO RELEASE OF INFORMATION

Applicants and residents must supply any information that HABC, the privately owned/managed sites or HUD determines is necessary for the administration of the program and must consent to verification of that information by HABC and/or the privately managed sites.

It is required that all adult applicants and residents sign form HUD-9886, Authorization for Release of Information, any other HUD required form and other forms required by HABC and the privately owned/managed sites as part of the application process and as part of the recertification process. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and to provide the family's consent only for the specific purposes listed on the forms.

If any family member who is required to sign a consent form fails to do so, HABC or the privately owned/managed site will deny admission to applicants or terminate the lease of residents. The family may request a hearing in accordance with HABC's or the privately owned/managed site’s grievance procedures.

7.3 VERIFICATION HIERARCHY

HABC and the privately owned/managed sites will use the most reliable form of verification that is available. In order of priority, the forms of verification that HABC and the privately owned/managed sites will use are:

- Up-front Income Verification using HUD’s Enterprise Income Verification system
- Up-front Income Verification using a non-HUD system
• Written Third Party Verification (may be provided by applicant or resident)

• Written Third-party Verification Form

• Oral Third-party Verification

• Self-certification

7.4 OVERVIEW OF VERIFICATION REQUIREMENTS

The following are HABC’s and the privately owned/managed sites’ general verification requirements:

• Any documents submitted for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to HABC.

• Generally, documents submitted for verification will remain valid for 150 calendar days from the date of receipt.

• Criminal history reports will be valid for no longer than 90 calendar days.

• The documents must not be altered or in any way illegible.

• Print-outs from web pages may be considered original documents.

• Any family self-certifications must be made in a format acceptable to HABC or the privately owned/managed site and must be signed in the presence of an HABC representative or a representative of the privately owned/managed site or a notary public.

• The HABC staff member or the privately owned/managed site staff member who views the original document will make a photocopy and date stamp the copy with the date the document was received.

• Unless otherwise stated, HABC and the privately owned/managed sites will accept documents dated more than 6 months before the date of the applicant’s eligibility interview or the resident’s reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides annual reports, HABC and the privately owned/managed site would accept the most recent report. However, because a Social Security benefit letter may be obtained more than once per year, HABC and the privately owned/managed sites will not accept a benefit letter that is more than 60 calendar days old.

• If a verifier provides a range of hours worked, HABC and the privately owned/managed sites will use the average of the range to calculate income.
7.5 UP-FRONT INCOME VERIFICATION (UIV)

UIV refers to HABC’s and the privately owned/managed sites’ use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to HABC and the privately owned/managed sites.

7.6 ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM

HABC and the privately owned/managed sites will use HUD’s EIV system as a third-party source to verify resident employment and certain income information during regular and interim reexaminations of family composition and income. The following policies apply to the use of HUD’s EIV system.

7.6.1 EIV Income Reports

The data shown on income reports is updated quarterly. However, data may be between three and six months old at the time reports are generated.

EIV reports will be compared to family-provided information as part of the regular and interim reexamination process. EIV reports may be used in the calculation of annual income, as described in the Chapter on Income and Adjusted Income.

EIV reports will be used as necessary to identify earned income and unemployment benefits, and to verify and calculate Social Security and/or Supplemental Security Income benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in resident files with the applicable annual or interim reexamination documents. When HABC or the privately owned/managed site determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies this ACOP.

7.6.2 EIV Identity Verification

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on Social Security number, name, and date of birth. When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.
HABC and the privately owned/managed sites will identify residents whose identity verification has failed. HABC and the privately owned/managed sites will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the resident. When HABC or the privately owned/managed site determines that discrepancies exist as a result of errors by HABC or the privately owned/managed site, such as spelling errors or incorrect birth dates, HABC or the privately owned/managed site will correct the errors.

7.7 THIRD-PARTY WRITTEN VERIFICATION

Written third-party verification is an original or authentic document generated by a third party source dated either within the 60 calendar day period preceding the reexamination or the HABC or the privately owned/managed site request date. Such documentation may be in the possession of the resident or the applicant. HABC or the privately owned/managed site may, at its discretion, reject any resident-provided or applicant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable applicant-provided and resident-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

7.8 WRITTEN THIRD-PARTY VERIFICATION FORM

When upfront verification is not available and the family is unable to provide written third-party documents, or the documents provided by the family are rejected by HABC or the privately owned/managed site, HABC or the privately owned/managed site will request a written third-party verification form. HABC or the privately owned/managed site may mail, fax, or e-mail third-party written verification form requests to third-party sources.

7.9 ORAL THIRD-PARTY VERIFICATION

Oral third-party verification is mandatory if no form of written third-party verification is available. Third-party oral verification may be used when requests for written third-party verification forms have not been returned within 10 business days. HABC or the privately owned/managed site will document oral verification attempts in the resident file.

7.10 WHEN THIRD-PARTY VERIFICATION IS NOT REQUIRED

Third party verification will not be required under the following circumstances:

Verification Service Charge
If there is a service charge for third party verification, HABC or the privately owned/managed site will assume that third party verification is not available and use the next level of verification according to the verification hierarchy set forth in section 7.3 of this chapter.

**Primary Documents**
Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

**Imputed Assets**
HABC or the privately owned/managed site will accept a self-certification from the family as verification of assets disposed of for less than fair market value.

**Assets Valued Under $5000**
Per the section of this chapter on asset verification,, HABC or the privately owned/managed site will accept a self-certification from the family if the family’s assets are valued under $5000.

### 7.11 SELF-CERTIFICATION

Self-certification, or “resident declaration,” is used as a last resort when HABC or the privately owned/managed site is unable to obtain third-party verification. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to HABC or the privately owned/managed site. HABC or the privately owned/managed site will document the file with attempts to obtain higher forms of verification before relying on self-certification.

The self-certification must be made in a format acceptable to HABC or the privately owned/managed site and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of an HABC representative or notary public.

### 7.12 RESIDENT FAILS TO RESPOND TO VERIFICATION REQUEST

Residents are required to respond to requests by HABC or the privately owned/managed site for verification of family, income and/or expense information. HABC or the privately owned/managed site will take the following actions when a family fails to respond to the request for verification:

- 10 business days after the request for verification, HABC or the privately owned/managed site will send a letter to the head of household, warning of the consequences if the family fails to contact HABC or the privately owned/managed site within the time frame set forth in the letter.

- If at the end of the time frame set forth in the letter, the family has not provided the requested information, HABC or the privately owned/managed site will send the
family a termination letter.

7.13 SUBSTANTIAL DIFFERENCE

If UIV/third party information differs substantially from applicant/resident provided information HABC and the privately owned/managed sites reserve the right to request additional verification information and use any other verification method in priority order to reconcile the difference. HABC and the privately owned/managed sites will use the $200 per month as the threshold for a substantial difference.

7.14 FRAUD

Information provided by the applicant/resident that proves to be untrue may be used to disqualify the applicant for admission or terminate the resident’s lease on the basis of attempted fraud. HABC and the privately owned/managed sites consider false information concerning the following to be grounds for rejecting an applicant or terminating assistance:

- Income, assets, family composition;
- Social Security Numbers;
- Preferences;
- Allowances (e.g. medical, disability and/or child care expenses); and
- Previous participant history or criminal history

The applicant/resident shall be notified in writing of such determination by HABC or the privately owned/managed site and will be given the opportunity for a grievance hearing.

7.15 SOCIAL SECURITY NUMBERS

Applicants and residents must provide documentation of a valid Social Security number for each member of the household, with the exception of individuals who do not contend eligible immigration status. An exemption is also provided to existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an Social Security number.

HABC or the privately owned/managed site will accept the following documentation as acceptable evidence of the social security number:

- An original Social Security number card issued by the Social Security Administration (SSA)
• An original SSA-issued document, which contains the name and Social Security number of the individual

• An original document issued by a federal, state, or local government agency, which contains the name and Social Security number of the individual

Verification of the Social Security number of a child under the age of 6 must be provided to HABC or the privately owned/managed site within 90 calendar days from the date of admission to the program or within 90 days of the date of the request to add the child to the household. A 90 day extension may be granted if HABC or the privately owned/managed site determines that the resident’s failure to comply was due to unforeseen circumstances and was outside of the resident’s control. During the period HABC or the privately owned/managed site is awaiting documentation of the Social Security number, the child will be counted as part of the assisted household.

When a resident makes a request to add a new household member who is 6 years of age or under and has a Social Security number, the resident must provide the complete and accurate Social Security number assigned to that member at the time of reexamination or reexamination, and the documentation required to verify the Social Security number. HABC or the privately owned/managed site will not add the new household member until such documentation is provided.

7.16 DOCUMENTATION OF AGE

If an official record of birth or evidence of Social Security retirement benefits cannot be provided, HABC or the privately owned/managed site will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

7.17 MARRIAGE

Certification by the head of household is normally sufficient verification of marriage.

7.18 SEPARATION OR DIVORCE

HABC or the privately owned/managed site may require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

7.19 ABSENCE OF ADULT MEMBER
If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

### 7.20 FOSTER CHILDREN AND FOSTER ADULTS

Third-party verification from the state or local government agency responsible for the placement of the foster child or foster adult with the family is required.

### 7.21 VERIFICATION OF STUDENT STATUS

HABC and the privately owned/managed sites require families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head, or
- The family claims a child care deduction to enable a family member to further his or her education.

### 7.22 VERIFICATION OF DISABILITY

HABC and the privately owned/managed sites with site based waiting lists will verify the existence of a disability in order to determine waiting list preferences. HABC and the privately owned/managed sites will verify the existence of a disability in order to allow certain income disallowances and deductions from income. HABC or the privately owned/managed site will use HUD’s definition of disability in 24 CFR 5.403, as may be amended, to verify a disability for these purposes.

HABC and the privately owned/managed sites will accept receipt of Social Security Administration disability benefits or other benefits awarded exclusively to persons with disabilities as verification of disability and to entitle a resident to the household deduction for persons with disabilities. If the resident stops receiving Social Security Administration disability benefits, is not receiving any other benefits that are awarded only to persons with disabilities and does not have an obvious disability, HABC or the privately owned/managed site may require the resident to provide disability verification from a healthcare professional verifying that the resident continues to have a disability as a condition of the resident’s continuing to receive the household deduction for persons with disabilities.
7.23 VERIFICATION OF U.S. CITIZENSHIP AND OF ELIGIBLE IMMIGRATION STATUS

HUD requires a declaration for each family member who claims to be a U.S. citizen or national or to have eligible immigration status. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless HABC or the privately owned/managed site receives information indicating that an individual’s declaration may not be accurate.

The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required; however, no further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, HABC or the privately owned/managed site will verify immigration status with the U.S. Citizenship and Immigration Services (USCIS). HABC will follow all USCIS protocols for verification of eligible immigration status.

7.24 VERIFYING INCOME

Any income reported by the family must be verified.

7.24.1 Earned Income

For verification of wages using pay-stubs (written third party verification), HABC and the privately owned/managed sites require 4 pay stubs for weekly pay, 2 pay stubs for bi-weekly or bi-monthly pay and 2 pay stubs for monthly pay. The pay stubs must be consecutive.

If an applicant/resident provides more than the minimum required pay stubs for verification, HABC or the privately owned/managed site will use only the minimum number of paystubs required and will ensure that the pay stubs used reflect the most current paystubs provided.

7.24.2 Business & Self-Employment Income

Business owners and self-employed persons will be required to provide one or more of the following:

- An audited financial statement for the previous fiscal year if an audit was conducted.
• If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

• All IRS schedules completed for filing federal and local taxes in the preceding year. 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.

At any reexamination HABC or the privately owned/managed site may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed for less than three (3) months, HABC or the privately owned/managed site will accept the family member’s certified estimate of income and schedule an interim reexamination in three (3) months.

If the family member has been self-employed for only three (3) to twelve (12) months HABC or the privately owned/managed site will require the family to provide documentation of income and expenses for this period and use that information to project income.

7.24.3 Social Security (“SS”)/Supplemental Security Income (“SSI”) Benefits

To verify the SS/SSI benefits of applicants, HABC or the privately owned/managed site will request a current (dated within the last 60 calendar days) SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, HABC or the privately owned/managed site will help the applicant request a benefit verification letter from SSA’s Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. The family will be required to provide the benefit verification letter to HABC upon receiving it.

To verify the SS/SSI benefits of residents, HABC or the privately owned/managed site will obtain information about SS/SSI benefits through HUD’s EIV system and confirm with the resident(s) that the current listed benefit amount is correct.

If the resident disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, HABC or the privately owned/managed site will request a current SSA benefit verification letter from each family member who receives Social Security benefits. If a family member is unable to provide the document, HABC or the privately owned/managed site will advise the resident that he or she may request a benefit verification letter from SSA’s Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. The family will be required to provide the benefit verification letter to HABC or the privately owned/managed site upon receiving it.
7.24.4 Alimony or Child Support

The methods HABC and the privately owned/managed sites will use to verify alimony and child support payments will differ depending on whether the family declares that it receives regular payments. If the family declares that it receives irregular or no payments, HABC or the privately owned/managed site will verify payments using a disbursement history provided by the child support enforcement agency. If the family declares that payments are regular, HABC or the privately owned/managed site will use one or more of the following:

- Copies of the receipts and/or payment stubs
- Third-party verification form from the state or local child support enforcement agency
- Third-party verification form from the person paying the support
- Family's self-certification of amount received

7.25 ASSETS AND INCOME FROM ASSETS

MTW Policy

HABC will permit residents to self-certify when the value of the family’s assets totals $5000 and less. When the value of the family’s assets is greater than $5,000, HABC will verify the asset using the HUD hierarchy method of verification.

HABC and the privately owned/managed sites will require the information necessary to determine the current cash value of the family’s assets, which is the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

- Verification forms, letters, or documents from a financial institution or broker;
- 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 net amount family would receive if they liquidated security or real estate;
- Real estate tax statements if the approximate current market value can be declared 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.

7.25.1 Assets Disposed of for Less than Fair Market Value

HABC or the privately owned/managed site will obtain a self-certification from applicants and residents as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the applicant’s eligibility certification or the resident’s reexamination. If the family certifies that it has disposed of assets, as defined by HUD, for less than fair market value, verification is required that shows:

• All assets disposed of for less than fair market value;

• The date they were disposed of;

• The amount the family received; and

• The market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

7.25.2 Net Income from Rental Property

To verify net income from a rental property, the family must provide:

• A current executed lease for the property that shows the rental amount or certification from the current resident; or

• A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If a Schedule E was not prepared, HABC or the privately owned/managed site will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7.26 RETIREMENT ACCOUNTS

HABC or the privately owned/managed site will accept written third-party documents supplied by applicants and residents as evidence of the status of retirement accounts. The type of original document that will be accepted depends upon the family member’s retirement status.
• **Before** retirement, HABC or the privately owned/managed site will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

• **Upon** retirement, HABC or the privately owned/managed site will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

• **After** retirement, HABC or the privately owned/managed site will accept an original document from the entity holding the account dated no earlier than 12 months before the date of the applicant’s eligibility interview or the resident’s reexamination that reflects any distributions of the account balance, any lump sums taken and any regular distributions.

### 7.27 INCOME FROM EXCLUDED SOURCES

For **fully excluded income**, HABC and the privately owned/managed sites are not required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. Fully excluded income is defined in 24 C.F.R 5.609 (c1 –c17), as may be amended, and is income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds). HABC will accept the family’s self-certification as verification of fully excluded income. HABC and the privately owned/managed sites may request additional documentation if necessary to document the income source.

**Partially excluded income** is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student, or income excluded under the earned income disallowance). HABC or the privately owned/managed site will verify the source and amount of partially excluded income.

### 7.28 ZERO INCOME HOUSEHOLD

A zero income household is one where no household member receives any income, contributions and/or benefits on his/her own behalf or on behalf of another individual in the household. See Chapter 13: Reexamination and Continued Occupancy for zero income reexamination policy on reexamination frequency requirements for zero income households.

Households that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family’s expenses exceed their known income, HABC or the privately owned/managed site may make inquiry as to the nature of the family’s accessible resources.
HABC or the privately owned/managed site may also review the family information to evaluate possible participation in programs such as TANF or unemployment compensation, and to provide information on social service agencies and other organizations that may be of assistance to families.

HABC or the privately owned/managed site may question the family to determine if there is unreported income and to clarify any discrepancies.

HABC or the privately owned/managed site will require the following when the household claims zero income and at each successive zero income reexamination:

- Head or co-head of household must complete a Personal Declaration and Continued Occupancy Application.
- Completion of a zero income self-certification by each adult household member;
- EIV check to confirm that no household member has any income;
- Verification of any income source received at the certification prior to the claim of zero income. For example if one household member, at the certification prior to the claim of zero income, had wage income, HABC or the privately owned/managed site will verify termination of employment.
- 3rd party verification to the Family Court to confirm that no child support is paid, (only if there are minors in the household and both parent/legal guardians do not reside in the household).

7.29 VERIFYING MANDATORY DEDUCTIONS

Policies in this section cover verification of mandatory deductions.

7.29.1 Dependent and Elderly/Disabled Household Deductions

HABC or the privately owned/managed site will verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

7.29.2 Medical Expense Deduction
Unreimbursed medical expenses will be verified through written third-party documents provided by the family, such as pharmacy printouts or receipts. See policies related to medical expenses in the chapter on income and adjusted income. HABC or the privately owned/managed site will verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

**7.29.3 Disability Assistance Expenses**

HABC or the privately owned/managed site will verify that the family is eligible to deduct unreimbursed disability assistance expenses. HABC or the privately owned/managed site will allow a family to deduct unreimbursed disability assistance expenses after verifying that:

- The family member for whom the expense is incurred is a person with disabilities
- The expense permits a family member, or members, to work
- The expense is not reimbursed from another source

**Attendant Care**

HABC will accept written third-party documents provided by the family. If family-provided documents are not available, HABC will send a third-party verification form directly to the care provider requesting the needed information. See policies related to disability assistance expenses in Chapter 8: Income and Adjusted Income. Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

**Auxiliary Apparatus**

Expenses for auxiliary apparatus will be verified through:
• Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

• Third-party verification form signed by the provider, if family-provided documents are not available.

• If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

7.29.4 Child Care Expenses

The amount of the child care expense deduction will be verified following the standard verification procedures. HABC or the privately owned/managed site will verify that the household is eligible to deduct unreimbursed child care expenses by verifying the following:

• The child is eligible for care (12 or younger).

• The costs claimed are not reimbursed.

• The costs enable a family member to work, actively seek work, or further their education.

• The costs are for an allowable type of child care.

• The costs are reasonable.

Reasonableness of Expenses

The actual costs the family incurs will be compared with standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable. If the family presents a justification for costs that exceed typical costs in the area, HABC or the privately owned/managed site will request additional documentation, as required, to support a determination that the higher cost is appropriate.
CHAPTER 8: INCOME & ADJUSTED INCOME

8.1 INTRODUCTION

A family’s income determines eligibility for assistance and is also used to calculate the family’s rent payment. HABC and the privately owned/managed sites will use the policies and methods described in this chapter to ensure that only income eligible families receive assistance and that families pay the appropriate amount as set forth in this policy and in the MTW Plan, as applicable. Once annual income has been established HABC and the privately owned/managed sites will subtract from annual income the deductions for which a family qualifies in order to determine adjusted income.

8.2 MINIMUM INCOME

There is no minimum income requirement for applicants for or residents in HABC’s conventional public housing program. Certain privately owned sites may apply different income eligibility requirements as set forth in their approved tenant selection criteria.

8.3 ANNUAL INCOME

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

- Goes to, or is on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;
- Is anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date;
- Is not specifically excluded under 24 C.F.R. 5.609 or the MTW Plan, where applicable.

Annual income also covers amounts derived during the 12-month period from assets to which any member of the family has access, except where otherwise excluded under the MTW Plan, as applicable.

Annual income includes, but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. The employment income of an emancipated minor is included if the emancipated minor is the head of household, co-head or spouse.
- The net income from operation of a business or profession
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. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

- 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 be considered income when used to reimburse the family for cash or assets invested in the property.

- If the family has net family assets less than $5,000, annual income shall include the actual income from those assets;

- If the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate;

- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See section 8.4 (Annual Income Exclusions) of this chapter for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income benefits);

- Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation, and severance pay (See section 8.4 (Annual Income Exclusions) of this chapter concerning treatment of lump-sum additions as family assets);

- All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

- Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members

- Any contribution or gift received every 2 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than $600.00 per year;

- Imputed Welfare Income: Such amounts that involve a reduction of welfare benefits by the welfare agency, in whole or in part, for a resident family member, because of fraud by
a family member in connection with the welfare program or because of a welfare agency sanction against a family member for non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program shall be included in annual income. This limitation does not apply to the loss of welfare benefits resulting from the expiration of a lifetime limit on benefits or a durational time limit on benefits;

- All regular payments to the head of the household for support of a minor, or payments nominally to a minor for his/her support, but controlled for his/her benefit by the head of the household or a resident family member other than the head, who is responsible for his or her support;

- All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit.

### 8.4 ANNUAL INCOME EXCLUSIONS

Annual Income does not include the following:

- Income from the employment of children (including foster children) under the age of 18 years;

- Income from the employment of an emancipated minor if the emancipated minor is not the head of household, co-head or spouse;

- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

- Kinship and other similar state guardianship care payments. Kinship care, Kin-GAP, and similar programs funded by states serve as an alternative to foster care placements. The compensation to participating relatives or legal guardians is comparable to the compensation to foster care parents. Payments for the care of foster children and foster adults are exempt from income.

- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker’s compensation), capital gains, one-time lottery winnings, and settlement for personal or property losses (see above if the payments are or will be periodic in nature). See section below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits;

- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
• Withdrawals of cash or assets when used to reimburse the family for cash or assets invested in a property;

• Income of a live-in aide, provided 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 is excluded;

• The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

• Certain amounts received that are related to participation in the following programs: ¹
  o Amounts received under HUD funded training programs;
  
  o Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  
  o Amounts received by a resident in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  
  o A resident services stipend, which is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for HABC or a privately owned/managed site, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  
  o Incremental earnings and/or benefits to any family member from participation in a qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by HABC;

• Temporary, non-recurring, or sporadic income (including gifts);

¹ A training program is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one, which enhances the individual’s ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to classroom training in a specific occupational skill, on-the-job training with wages subsidized by the program, and basic education.
- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

- Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse); (unearned income of adult full time students, i.e. Social Security, Supplemental Security Income and Child Support is counted);

- Adoption assistance payments in excess of $480 per adopted child;

- Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment;

- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;

- Amounts paid by a state agency to a family that has a family member with a developmental disability living at home to offset the cost of services and equipment needed to keep the family member with the developmental disability at home; and

- 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 a program to which the exclusions set forth in the above list of excluded income apply. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. A list of these federally mandated exclusions are included as Appendix C to this ACOP.

8.5 ANTICIPATING ANNUAL INCOME

HABC and the privately owned/managed sites will calculate anticipated annual income by adding the income the family expects to receive during the 12-month period following the family’s admission or regular reexamination effective date. Accordingly, annual income is calculated by projecting current income forward for a 12-month period. If an estimate can be made for those families whose income fluctuates from month to month by income averaging, this estimate will be used so that the housing payment will not change from month to month. If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used. The method used depends on the regularity, source and type of income.

8.6 KNOWN CHANGES IN INCOME

If HABC or the privately owned/managed site verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.
Example:
An employer reports that a full-time employee who has been receiving $8/hour will begin to receive $8.25/hour in the eighth week after the effective date of the reexamination.

HABC or the privately owned/managed site would calculate annual income as follows: ($8/hour × 40 hours × 7 weeks) + ($8.25/hr. × 40 hours × 45 weeks = $2,240.00 + $14,850.00 = $17,090.00)

8.7 Rounding of Income and Deductions

Generally, HABC or the privately owned/managed site will round to the nearest whole dollar at the annual calculation for each income/deduction source.

HABC or the privately owned/managed site will round as follows for the following income and deductions:

- Social Security Income
  - When the Social Security benefit letter states that the monthly benefit is rounded down to the whole dollar, HABC or the privately owned/managed site will calculate annual income by using the **full monthly** (not rounded down) benefit before any deductions and round at the final annual calculation. The benefit letter is only to be used when Enterprise Income Verification (EIV) is not available or the resident disputes EIV.

- Applying the Cost of Living Adjustment (COLA) to Social Security and Supplemental Security Income
  - When the EIV report does not yet contain the benefit for the upcoming year and where HABC or the privately owned/managed site is required to apply the COLA for the upcoming year, HABC or the privately owned/managed site will apply the COLA to the current monthly benefit and will use the full monthly benefit to calculate income. For example if the current Social Security benefit is $560/month and the COLA is 1.7%, HABC or the privately owned/managed site would increase the monthly benefit of $560/month benefit by 1.7% to $569.52 and would then multiply $569.52 times 12 to get the annual income. The rounding would occur at the annual calculation $6834.

- With respect to other income/deduction verification sources, HABC and the privately owned/managed sites will follow the instructions for rounding set forth in the verification document to calculate annual income and/or deductions.

8.8 Wages
The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income.

For persons who regularly receive bonuses or commissions, HABC and the privately owned/managed sites will average amounts received for the year preceding admission or reexamination.

### 8.9 BUSINESS INCOME

Annual income includes the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.

An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.

Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

**Business Expenses**

Net income is “gross income less business expense.” To determine business expenses that may be deducted from gross income, HABC or the privately owned/managed site will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance.

**Business Expansion**

HUD regulations do not permit HABC or the privately owned/managed sites to deduct from gross income expenses for business expansion.

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

### 8.10 MILITARY PAY

All regular pay, special pay and allowances of a member of the Armed Forces are considered income except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8.11 ALIMONY AND CHILD SUPPORT

If the amount of child support or alimony received is less than the amount awarded by the court, HABC or the privately owned/managed site will use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

HABC or the privately owned/managed site will accept as verification that the family is receiving an amount less than the award if HABC or the privately owned/managed site receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply a certified copy of the divorce decree or other court documents reflecting alimony awarded by the court or verification from the court or agency responsible for enforcing child support payments reflecting the amount of child support payments awarded.

8.12 CHILDREN’S EARNINGS

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income.

8.13 INCOME OF A LIVE-IN AIDE

Income earned by a live-in aide, as defined in 24 CFR 5.403, is not included in annual income.

8.14 INCOME OF FOSTER CHILDREN AND FOSTER ADULTS

- Earned income of foster children is excluded from annual income.

- Earned income of foster adults is included in annual income.

- 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) is excluded from annual income.

- All other income received on behalf of a foster child or a foster adult is included in annual income. For example, if a foster adult receives Supplemental Security Income payments those payments are included in annual income.

8.15 SEASONAL INCOME

People in some occupations regularly work less than 12 months per year, i.e., school employees,
agricultural workers and construction workers. To determine annual income for individuals who have seasonal income, HABC or the privately owned/managed site will use past actual income received or earned within the last 12 months of the determination date. **Therefore, interim reexaminations will not be completed when circumstances change.** Documentation may include, but is not limited to UIV, EIV, W-2 forms and tax returns.

**Example:**
Mary is a teacher with the ABC school district, earning $2,000 per month. She works for nine months a year. At the time of her regular reexamination Mary is not working. HABC or the privately owned/managed site runs an EIV income report which has the actual income earned for the prior year. The EIV income report shows income of $24,053 for the prior year. Mary received $20,000 for her job as a teacher and collected $4,053 in unemployment the prior year. HABC or the privately owned/managed site would use $24,053 as her income for the upcoming certification.

**8.16 INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**

If a family member is permanently living in a hospital or nursing home and there is a family member left in the household, HABC or the privately owned/managed site will conduct an interim reexamination, remove exclude the income and medical expenses of the family member permanently living in a nursing home and re-calculate the Total Tenant Payment. HABC or the privately owned/managed site will remove the individual from the household.

**8.17 INCOME OF A PERSON MOVING INTO PUBLIC HOUSING FROM A NURSING HOME**

If a family member is admitted to public housing upon release from a nursing home, rehabilitation center or other healthcare or assisted living facility, and verifies a reduced Supplemental Security Income or Old Age Survivors Disability Income (OASDI) income from Social Security; HABC or the privately owned/managed site will annualize the current income and conduct an interim reexamination within 90 calendar days of the date of admission. If within the 90 calendar days, the resident experiences an increase in income from the Social Security Administration, HABC or the privately owned/managed site will process an increase in rent between the regularly scheduled reexaminations.

**8.18 INCOME OF TEMPORARILY ABSENT FAMILY MEMBERS**

The income of family members approved to live in the apartment will be counted, even if the family member is temporarily absent from the apartment. See policies on Temporarily Absent family members for definition of Temporarily Absent.

**8.19 INCOME OF NEW FAMILY MEMBERS ADDED TO THE LEASE**
HABC or the privately owned/managed site will process an increase in rent between regularly scheduled reexaminations when the household size increases due to the addition of an adult household member approved by HABC and, where the addition is to a household living in a privately owned/managed site. Requests for the addition of a new member to the household must be approved by HABC and, where the addition is to a household living in a privately owned/managed site, by that site, prior to the actual move-in by the proposed new member. The addition of a family member will not result in re-examination of the income of the other family members. Rather, the re-examination of the income of the other family members will occur during the next regularly scheduled review.

8.20 TEMPORARY AND SPORADIC INCOME

Temporary and sporadic income is excluded from the calculation of annual income. (See Chapter on Reexaminations and Continued Occupancy for interim reexamination policies related to temporary and sporadic income).

Sporadic income is income that cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

Example:
Daniel works occasionally as a handyman. He claims to have worked only a couple of times last year and he has no documentation to support this claim. His earnings are neither reliable (he cannot depend on them) nor do they recur at regular intervals. Daniel’s handyman earnings are not included in annual income. If Daniel is the sole household member and has no other sources of income or benefits, he would fall under the zero income verification and reexamination requirements.

8.21 WAGES FROM EMPLOYMENT WITH THE HABC OR A RESIDENT ORGANIZATION

Upon employment with HABC or a privately owned/managed site, or an officially recognized resident organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

8.22 CONTRIBUTIONS TO RETIREMENT FUNDS

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

- While an individual is employed, only amounts the family can withdraw without retiring or terminating employment are counted as assets;
• After retirement or termination of employment, any amount the employee elects to receive as a lump sum is counted as an asset. Regular withdrawals from retirement accounts are treated as income; however, do not count any remaining amounts in the account as an asset.

8.23 INCOME EARNED UNDER CERTAIN FEDERAL PROGRAMS

Income from some federal programs is specifically excluded from consideration as income, including:

• Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 505

• Awards under the federal work-study program (20 U.S.C. 1087 uu)

• Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))

• Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

• Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

8.24 RESIDENT SERVICE STIPEND

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for HABC or the privately owned/managed site, 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 HABC’s governing board. No resident may receive more than one such stipend during the same period of time.

8.25 STATE AND LOCAL EMPLOYMENT TRAINING PROGRAMS

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and the training of a family member as a resident management staff are excluded from annual income. 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 programs.
HABC and privately owned/managed sites define training program as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill,
- On-the-job training with wages subsidized by the program, or
- Basic education.

HABC and the privately owned/managed sites define incremental earnings and benefits as the difference between the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and the total amount of welfare assistance and earnings of the family member after enrollment in the program.

In calculating the incremental difference, HABC or the privately owned/managed site will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with HABC’s or the privately owned/managed site’s interim reporting requirements.

All other amounts (such as child support and alimony) are treated in the usual manner in determining annual income. Child support, or other income that is not earnings or benefits, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on in which type of program they are enrolled.

**Employment Before Completion of Training Program**
A resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

"Substantial completion" of a training program will be completion of 75% of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date the resident completes the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.
Other Factors to Be Considered
For self-employed residents, HABC and privately owned/managed sites will exclude only the net income of a resident when factoring the earnings.

The resident is required to notify HABC or the privately owned/managed site within 10 business days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. HABC or the privately owned/managed site will determine the decrease in incremental income as a result of the training program and adjust the resident’s rent accordingly.

Residents who do not notify HABC or the privately owned/managed site within 10 business days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

8.26 HUD-FUNDED TRAINING PROGRAMS

Amounts received under training programs funded in whole or in part by HUD are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

8.27 EARNED INCOME TAX CREDIT

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

8.28 LUMP-SUM RECEIPTS

Lump-sum additions to family assets (i.e. inheritances, insurance payments inclusive of 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 (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or Supplemental Security Income are excluded from income, but any amount remaining will be considered an asset. 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 lump sum receipt, HABC or the privately owned/managed site will always calculate retroactively to date of receipt.

**Retroactive Calculation Methodology**

HABC or the privately owned/managed site will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

HABC or the privately owned/managed site 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 HABC or the privately owned/managed site.

The family may pay this "retroactive" amount to HABC or the privately owned/managed site in a lump sum or, at HABC's or the privately owned/managed site’s option, HABC or the privately owned/managed site may enter into a Repayment Agreement with the family. The amount owed by the family is a collectible debt even if the family becomes unassisted.

**Attorney Fees**

The family's attorney’s fees may be deducted from lump-sum payments when computing annual income if 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’s fees.

**8.29 IMPUTED WELFARE INCOME**

HABC or the privately owned/managed site will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

- Fraud by a family member in connection with the welfare program; or
- Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

- 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 (an example: 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);
• Noncompliance with other welfare agency requirements.

**Definition of "Covered Family"**
A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**Definition of 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 included in the family’s income for purposes of determining rent is considered imputed welfare income.

The amount of imputed welfare income is determined by HABC or the privately owned/managed site, based on written information supplied to HABC or the privately owned/managed site by the welfare agency, including:

• The amount of the benefit reduction
• The term of the benefit reduction
• The reason for the reduction
• Subsequent changes in the term or amount of benefit reduction.

Imputed welfare income will be included at regular and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

**Verification Before Denying a Request to Reduce Rent**
HABC or the privately owned/managed site will obtain written verification from the welfare agency stating that the family's benefits have been reduced because of fraud or noncompliance before denying the family's request for rent reduction. HABC or the privately owned/managed site will rely on the welfare agency’s written notice to HABC or the privately owned/managed site regarding welfare sanctions.

**Family Dispute of Amount of Imputed Welfare Income**
If the family disputes the amount of imputed income and HABC denies the family’s request to modify the amount, HABC will provide the resident with a notice of denial, which will include:
• An explanation for HABC’s determination of the amount of imputed welfare income.

• A statement that the resident may request a grievance hearing.

• A statement that the information received from the welfare agency cannot be disputed at the grievance hearing, and the issue to be examined at the grievance hearing will be HABC’s determination of the amount of imputed welfare income, not the welfare agency’s determination to sanction the welfare benefits.

If the resident requests a grievance hearing, the resident is not required to pay an escrow deposit for the portion of resident rent attributable to the imputed welfare income.

8.30 EARNED INCOME DISREGARD (EID)

Effective April 7, 2016, HUD implemented revised guidance and regulation on the Earned Income Disregard. The policies below represent the revised EID requirements. Families eligible for and participating in the disallowance of earned income under this section prior to May 9, 2016 will continue to be governed by the EID at it existed immediately prior to that date.

Eligibility
This disallowance applies only to individuals in families already participating in the public housing program and therefore does not apply for purposes of admission.

A qualified family is 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;

• Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

• Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six 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 HABC in consultation with the local agencies administering temporary assistance for needy families (TANF) and welfare-to-work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least $500.

Description of the EID
Once a family member is determined to be eligible for the EID, the 24–calendar month period starts;
• If the family member discontinues the employment that initially qualified the family for the EID, the 24–calendar month period continues;

• During the 24–calendar month period, EID benefits are recalculated based on changes to family member income and employment (no change from current practice);

• During the 24–calendar month period, HABC will exclude all increased income resulting from the qualifying employment of the family member;

• The EID benefit is limited to a lifetime 24-month period for the qualifying family member;

• At the end of the 24 months, the EID ends regardless of how many months were “used.”

Example of How the EID Works

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>EID Under this Regulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 2017</td>
<td>Carl begins working and is eligible for EID.</td>
</tr>
<tr>
<td>(month one)</td>
<td>100% of Carl’s increase in earned income is excluded</td>
</tr>
<tr>
<td>July 2017</td>
<td>Carl is laid off.</td>
</tr>
<tr>
<td>(month seven)</td>
<td>EID “clock” continues to run.</td>
</tr>
<tr>
<td>February 2018</td>
<td>Carl begins working again.</td>
</tr>
<tr>
<td>(month 14)</td>
<td>100% of the increase in earned income due to Carl’s employment is excluded.</td>
</tr>
<tr>
<td>December 2018</td>
<td>This is the final month during which Carl receives his EID benefit.</td>
</tr>
<tr>
<td>(month 24)</td>
<td></td>
</tr>
</tbody>
</table>

Applicability to Training Income Exclusions
If a resident meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, and as amended, HABC shall not deny a resident the disallowance based on the resident’s receipt of any prior training income exclusion.

Applicability to Child Care and Disability Assistance Expense Deductions
The amount deducted for child care 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 child care
and disability assistance expense deductions.

**Applicability to Training Income Exclusions**
If a resident meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, and as amended, HABC shall not deny a resident the disallowance based on the resident’s receipt of any prior training income exclusion.

### 8.31 INDIVIDUAL SAVINGS ACCOUNTS

HABC shall establish a system of individual savings accounts for families paying income-based rent who qualify for the earned income disregard. A qualified family paying income-based rent may choose an individual savings account instead of being given the earned income disregard.

Families who choose the individual savings account will pay the higher rent and the HABC will deposit the increased amount in the savings account.

HABC shall deposit in any savings account established under this section an amount equal to the total amount that otherwise would be applied to the family’s rent payment as a result of increased employment income that is excluded under the mandatory earned income disallowance.

Amounts deposited in a savings account established under this section may only be withdrawn by the family for the purpose of:

- Purchasing a home;
- Paying education costs of family members;
- Moving out of public or assisted housing; or
- Paying any other expense authorized by the HABC for the purpose of promoting the economic self-sufficiency of residents of public and assisted housing

The individual savings account will:

- Provide for payment of interest and annual notification to the resident of account status
- Provide that any balance in the account is the property of the family when the family moves out, minus any amounts owed to HABC
- Be identical to the Family Self-Sufficiency escrow savings account
8.32 TREATMENT OF OVERPAYMENT DEDUCTIONS FROM SS BENEFITS

When the Social Security Administration overpays an individual, resulting in a withholding or deduction from his or her benefit amount, HABC or the privately owned/managed site will perform an interim rent calculation until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld.

Regardless of the amount withheld or the length of the withholding period, HABC or the privately owned/managed site will use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

8.33 ASSET INCOME

There are two terms that are important in calculating asset income – Market Value and Cash Value.

Market Value is the face value of an asset (i.e. the value of a Certificate of Deposit).

The Cash Value of an asset is the Market Value less reasonable expenses that would be incurred in selling or converting the asset to cash, such as the following:

- Penalties for premature withdrawal;
- Broker and legal fees; and
- Settlement costs for real estate transactions

If the total Cash Value of a family’s assets is $5,000 or less, annual income shall include the actual income from those assets.

If the total Cash Value of a family’s assets is in excess of $5,000, annual income shall include the greater of the actual income derived from all family assets or a percentage of the value of such assets based on HABC’s current passbook savings rate.

8.34 ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

HABC and the privately owned/managed sites will count assets disposed of for less than fair market value during the two years preceding certification or reexamination. HABC and the privately owned/managed sites will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years.
Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

HABC's and the privately owned/managed sites’ minimum threshold for counting assets disposed of for less than Fair Market value is $5,000.00. If the total value of assets disposed of within the two-year period is less than $5,000.00, they will not be considered an asset.

8.35 CHECKING AND SAVINGS ACCOUNTS

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

- In determining the value of a checking account, HABC or the privately owned/managed site will use the average monthly balance for the last six months.

- In determining the value of a savings account, HABC or the privately owned/managed site will use the current balance.

- In determining the anticipated income from an interest-bearing checking or savings account, HABC or the privately owned/managed site will multiply the value of the account by the current rate of interest paid on the account.

8.36 INVESTMENT ACCOUNTS SUCH AS STOCKS, BONDS, SAVING CERTIFICATES, AND MONEY MARKET FUNDS

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, HABC or the privately owned/managed site will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), HABC or the privately owned/managed site will calculate asset income based on the earnings for the most recent reporting period.
8.37 LIFE INSURANCE

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family’s assets.

The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

8.38 PASSBOOK SAVINGS RATE

HABC will establish a passbook rate within 75 basis points (plus or minus .75 percent) of the Savings National Rate in effect at the time HABC establishes the passbook rate. The passbook rate may not be less than 0 percent. HABC will apply this policy to calculate asset income for applicants and residents. For example, if the published FDIC Savings National Rate is .12% HABC might add 75 basis points (.75 percent) for a passbook savings rate of .87%.

8.39 ADJUSTED INCOME

Adjusted income is calculated by subtracting allowable deductions and allowances from annual income.

8.40 DEDUCTIONS

In determining adjusted income, HABC and the privately owned/managed sites will deduct the following amounts from annual income:

1) Dependent allowance: A deduction of $480 is taken for each dependent, which is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents.

2) "Elderly" allowance: $400 per household for families whose head or spouse is 62 or over or are persons with disabilities. A single deduction of $400 is taken for the family.

3) Allowable medical expenses for all family members are deducted for elderly families and families whose head, spouse or co-head is a person with a disability. Medical deductions will only be allowed to the extent that the sum exceeds three percent of the annual income.

4) Childcare expenses for children under 13 are deducted when child care is necessary to allow
an adult family member to work, actively seek work, or attend school (including vocational training).

5) Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work, actively seek work, or attend school (including vocational training).

**8.41 MEDICAL EXPENSE DEDUCTION**

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is elderly or is a person with a disability. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

“Medical expenses” include medical insurance premiums, and medical expenses that are anticipated during the period for which annual income is computed, and which is not covered by insurance.

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses. Over-the-counter products will not be eligible for deductions as medical expenses unless they are accompanied by a doctor’s prescription.

<table>
<thead>
<tr>
<th>Summary of Allowable Medical Expenses from IRS Publication 502</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Services of medical professionals</td>
</tr>
<tr>
<td>• Surgery and medical procedures that are necessary, legal, non-cosmetic</td>
</tr>
<tr>
<td>• Services of medical facilities</td>
</tr>
<tr>
<td>• Hospitalization, long-term care, and in-home nursing services</td>
</tr>
<tr>
<td>• Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor</td>
</tr>
<tr>
<td>• Improvements to housing directly related to medical needs (i.e., ramps for a wheel chair, handrails)</td>
</tr>
</tbody>
</table>

| • Substance abuse treatment programs                          |
| • Psychiatric treatment                                      |
| • Ambulance services and some costs of transportation related to medical expenses |
| • The cost and care of necessary equipment related to a medical condition (i.e., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) |
| • Cost and continuing care of necessary service animals       |
| • Medical insurance premiums or the cost of a health maintenance organization (HMO) |

Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.
8.42 DISABILITY ASSISTANCE EXPENSE DEDUCTION

Reasonable expenses for attendant care and auxiliary apparatus for a family member with a disability may be deducted if they:

- Are necessary to enable a family member 18 years or older to work, actively seek work, or attend school (including vocational training);

- Are not paid to a family member or reimbursed by an outside source;

- In combination with any medical expenses, exceed three percent of annual income; and

- Do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work, actively seek work, or attend school (including vocational training).

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family member enabled to work, actively seek work, or attend school (including vocational training) as a result of the disability assistance expenses. In evaluating the family’s request, HABC or the privately owned/managed site will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work, actively seek work, or attend school (including vocational training).

When HABC or the privately owned/managed site determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members’ incomes.

Eligible Disability Expenses

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included as an eligible expense.
Eligible Attendant Care
The family identifies and HABC or the privately owned/managed site verifies the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, the cost of personal services necessary to enable the person with disabilities to work is an eligible expense.

Disability Expense Payments to Family Members
No disability expenses may be deducted for payments to a member of a resident family. However, expenses paid to a relative who is not a member of the resident family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses
The family identifies and HABC or the privately owned/managed site verifies the type of care or auxiliary apparatus to be provided. The family must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid for or reimbursed by any other source.

8.43 CHILD CARE EXPENSE DEDUCTION

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

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household. However, child care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child care expenses.

Determining Who Is Enabled to Pursue an Eligible Activity
The family must identify the family member(s) enabled to pursue an eligible activity in order to receive the child care deduction. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).
In evaluating the family’s request, HABC or the privately owned/managed site will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

**Seeking Work**
If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being claimed.

**Furthering Education**
If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

**Being Gainfully Employed**
If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

**Earned Income Limit on Child Care Expense Deduction**
When a family member looks for work or furthers his or her education, the amount that may be deducted for child care will be based on Department of Social Services purchase of care rates. However, when child care enables a family member to work, the deduction is capped by the amount of employment income that is included in annual income. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a 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, child care expenses are limited to $5,000.

When the child care expense being claimed is to enable a family member to work, only one family member’s income will be considered at a time.

**Eligible Child Care Expenses**
The type of care to be provided is determined by the resident family. HABC or the privately owned/managed site will not refuse to give a family the child care expense deduction because
there is an adult family member in the household that may be available to provide child care.

**Allowable Child Care Activities**

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (i.e., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s apartment are not eligible; however, payments for child care to relatives who do not live in the apartment are eligible.

**Necessary and Reasonable Costs**

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source. Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

To establish the reasonableness of child care costs, HABC or the privately owned/managed site will use the schedule of child care costs from the Department of Social Services. Families may present, and HABC will consider, justification for costs that exceed typical costs in the area.
CHAPTER 9: CALCULATING TOTAL TENANT PAYMENT & RENT

9.1 INTRODUCTION

The accurate calculation of annual income and adjusted income will ensure that families are paying the correct amount of rent pursuant to applicable regulations and the MTW Plan. 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) and resident rent.

9.2 TOTAL TENANT PAYMENT FORMULA (TTP) FOR INCOME BASED RENT

TTP is the highest of the following amounts:

- 30 percent of the family’s monthly adjusted income
- 10 percent of the family’s monthly gross income
- The minimum rent
- Welfare rent (does not apply at HABC)

9.3 MINIMUM RENT

HABC and/or the privately managed sites may establish a minimum rent. HABC has a minimum rent of zero. There are privately owned sites that have an approved minimum rent that exceeds zero. Where a minimum rent is established, residents will be required to pay at least the amount established as the minimum rent. HABC and the privately managed sites may grant an exemption due to financial hardship as defined in section 9.8 of this chapter.

9.4 FLAT RENTS

Flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. Change in family income, expenses, or composition do not affect the flat rent amount because it is outside the income-based formula.

HABC and the privately owned/managed sites that have public housing units shall provide each family residing in a public housing unit that is eligible for a flat rent, on an annual basis, the choice to pay:

- Income based rent; or
- HABC-established flat rent.
HABC and the privately owned/managed sites that have public housing units will provide sufficient information to families to make an informed choice, including the policy on changing from flat rent to income based rent due to financial hardship and the dollar amount of the rent under each option. Policies related to reexamination of families paying flat rent are contained in the Chapter 13 (Reexaminations and Continued Occupancy).

9.4.1 Establishing Flat Rents

For each public housing unit, HABC will set the flat rent amount at no less than eighty percent (80%) of the applicable HUD Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utility costs.

9.4.2 Review of Flat Rents

No later than 90 days after HUD publishes new annual FMRs, HABC will revise flat rents as necessary based on the rent reasonableness analysis and changes to the FMR.

HABC will offer changes to the flat rent to all new admissions and to existing families at the next regular reexamination or during the flat rent update for those families already paying flat rents.

If HABC determines that reasonable rents would be less than 60 percent of the applicable FMR, HABC will conduct a rent reasonableness study once every three years.

9.4.3 Posting of Flat Rents

HABC will publicly post the schedule of flat rents in HABC’s central office and in each of the development management offices and the privately owned/managed sites that have public housing units will publicly post the schedule of the flat rents in their management offices.

9.4.4 Documentation of Flat Rents

HABC will maintain records that document the method used to determine flat rents, and that show how flat rents were determined by HABC in accordance with this method.

9.4.5 Phasing In Flat Rents Increases

For families whose flat rent is being phased-in, HABC will conduct a flat rent impact analysis to determine the percentage increase in the family's rent amount at each regular reexamination. If the increase is greater than 35 percent, HABC will phase in the rent increase at the maximum
amount annually over a three-year period so that it does not exceed 35 percent in any year until the flat rent is fully phased in. If the increase is 35 percent or less, there will be no phase-in.

**9.4.6 Changing from Flat Rent to Income-Based Rent Due to Hardship**

A family can opt to change from flat rent to income-based rent if they are unable to pay the flat rent due to financial hardship. All hardship situations will be verified.

Upon determination by HABC or a privately owned/managed site that a financial hardship exists, HABC or the privately owned/managed site will allow a family to change from flat rent to income-based rent effective the first of the month following the family’s approved request.

If a family changes from flat rent to an income based rent due to a financial hardship, the family will not be offered the option to change back to flat rent until the next regular reexamination.

Reasons for financial hardship include:

- The family has experienced a decrease in income that will last at least 120 days because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance that would affect the rent calculation;

- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items that would affect the rent calculation; or

- Such other situations determined by HABC or the privately owned/managed site as appropriate because they would affect the rent calculation.

**9.4.7 Flat Rent and Transfers**

When a family has chosen to pay a flat rent and is being transferred to a unit that has a higher or lower flat rent amount, the family will be given a choice to select a rent option.

**9.4.8 Flat Rents and Earned Income Disallowance (EID)**

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.

If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred. A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within the family’s 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying flat rent as long as the employment that is the subject of the exclusion
continues, and the 48-month lifetime limit would continue uninterrupted. A family paying flat rent could therefore see a family member’s 48-month lifetime limit expire while the family is paying flat rent.

9.4.9 Prorated Assistance for Mixed Families

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

In calculating public housing rents for mixed families, HABC will use the established flat rent applicable to the units.

HABC will complete the following steps when calculating rent for mixed families:

- **Step 1.** Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

- **Step 2.** Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

- **Step 3.** Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

- **Step 4.** Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”

- **Step 5.** Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”

- **Step 6.** The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.

- **Step 7.** Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the maximum rent, HABC will use the TTP as the mixed family TTP. This method of prorating assistance applies to new admissions and regular reexaminations after the effective date of the regulation.

The following tables provide examples of mixed family rent calculation.
Example 1: Family of 4 with an annual income of $20,000, and one family member that is not eligible to receive subsidy. The flat rent is $600. The applicable utility allowance is $100 per month.

<table>
<thead>
<tr>
<th>Steps</th>
<th>Mixed Family Rent Calculation (Example)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1: Determination of TTP</td>
<td>$500</td>
</tr>
<tr>
<td>Step 2: Determination of Maximum Rent</td>
<td>Applicable flat rent</td>
</tr>
<tr>
<td>Step 3: Determination of Family Maximum Subsidy</td>
<td>$600 – $500 = $100</td>
</tr>
<tr>
<td>Step 4: Determination of Member Maximum Subsidy</td>
<td>$100 \ 4 = $25</td>
</tr>
<tr>
<td>Step 5: Determination of Eligible Subsidy</td>
<td>3 * $25 = $75</td>
</tr>
<tr>
<td>Step 6: Determination of Mixed-Family TTP</td>
<td>$600 – $75 = $525</td>
</tr>
<tr>
<td>Step 7: Determination of Mixed-Family Rent</td>
<td>$525 – $100 = $425</td>
</tr>
</tbody>
</table>

Example 2: Family of 4 with an annual income of $20,000 and one family member that is not eligible to receive subsidy. The flat rent is $480. The applicable utility allowance is $100 per month.

<table>
<thead>
<tr>
<th>Steps</th>
<th>Mixed Family Rent Calculation (Example)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1: Determination of TTP</td>
<td>$500</td>
</tr>
<tr>
<td>Step 2: Determination of Maximum Rent</td>
<td>Applicable flat rent</td>
</tr>
<tr>
<td>Step 3: Determination of Family Maximum Subsidy</td>
<td>$480 – $500 = ($20)</td>
</tr>
<tr>
<td>Step 4: Determination of</td>
<td>($20) / 4 = ($5)</td>
</tr>
</tbody>
</table>
9.5 MAXIMUM RENT AT PRIVATELY OWNED/MANAGED SITES

Privately owned/managed sites may have maximum rents that are lower than the flat rents. When the maximum rent is lower than the flat rent, the resident will be given the choice between the income based rent and the maximum rent for the unit instead of the flat rent.

9.6 FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT

The financial hardship rules described below apply to sites that have established a minimum rent.

Sites that have established a minimum rent will grant an exemption from the minimum rent if a family can document that they are unable to pay the minimum rent because of a long term hardship, which is a hardship that will last more than 90 days. If a family’s TTP is higher than the minimum rent, the family is not eligible for a hardship exemption.

Sites that have established a minimum rent will notify all families at time of lease-up of their right to request a minimum rent hardship exemption. Such notification will advise the family that the determination regarding a financial hardship exemption is subject to the grievance policy and procedures in effect at the site.

Sites that have established a minimum rent will review all resident requests for exemption from the minimum rent due to financial hardships.

Situations under which residents would qualify for the minimum rent hardship exemption are limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program. This includes a family member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;

- The family would be evicted as a result of the imposition of the minimum rent requirements;

- The income of the family has decreased because of changed circumstances, including loss of employment;

- A death in the family that affects the rent calculation has occurred. In order to qualify under this provision, a family must describe how the death has created a financial hardship (i.e., because of funeral-related expenses or the loss of the family member’s income).
To qualify for a minimum rent hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family’s ability to pay the minimum rent.

### 9.6.1 Determination of Rent Hardship Exemption

When a family requests a minimum rent hardship exemption, sites that have established a minimum rent will suspend the minimum rent requirement beginning the first of the month following the family’s request. Such sites will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

HABC defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

### 9.6.2 No Financial Hardship

If a site that has established a minimum rent determines there is no minimum rent financial hardship, the site will reinstate the minimum rent and require the family to repay the amounts suspended.

The site will require the family to repay the suspended amount within 30 calendar days of the site’s notice that a hardship exemption has not been granted.

### 9.6.3 Temporary Hardship

If a site that has established a minimum rent determines that a qualifying minimum rent financial hardship is temporary, the site will not impose the minimum rent during the 90-day suspension period. At the end of the 90-day suspension period, the site will reinstate the minimum rent from the beginning of the first of the month following the date of the family’s request for a hardship exemption.

The family must resume payment of the minimum rent and must repay the site the amounts suspended in accordance with the site’s repayment agreement policy.

### 9.6.4 Long-Term Hardship

If a site that has established a minimum rent determines that the minimum rent financial hardship is long-term, the site will exempt the family from the minimum rent requirement for so long as the hardship continues. The minimum rent hardship exemption will apply from the first of the month following the family’s request until the end of the qualifying hardship. When the minimum rent financial hardship has been determined to be long-term, the family is not required to repay the minimum rent. Families approved for the exemption from minimum rent are
required to re-verify the financial hardship every 120 days.

The minimum rent hardship period ends when the family’s calculated TTP is greater than the minimum rent.

For minimum rent hardship conditions based on loss of income, the minimum rent hardship condition will continue to be recognized until new sources of income are received to enable the family to pay at least the minimum rent.

- For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

When the minimum rent is suspended, the resident rent reverts to the highest of the remaining components of the calculated TTP.

9.7 UTILITY ALLOWANCES

This section addresses utility allowances for families who pay utilities directly to the utility company and who live in units with utilities furnished by HABC or a privately owned/managed site, and excessive consumption charges. The utility allowances established by HABC apply to the privately owned/managed sites.

Utility allowances (UAs) are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family’s income-based rent, HABC will use the utility allowance applicable to the type of dwelling unit leased by the family.

9.7.1 Establishing the Utility Allowances

HABC will establish allowances for HABC-furnished utilities for all individually metered utilities and for all utilities purchased directly by residents from a utility supplier. HABC charges for excess consumption of HABC-furnished utilities where sub-metering is in place for individual units.

HABC will maintain a record that documents the basis on which utility allowances are established and revised, and the record will be made available for inspection by residents.

HABC will establish separate allowances for each utility. The objective of HABC in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. Utilities may include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. Costs for telephone, cable/satellite TV, and internet services
are not considered utilities. Utility allowances are established in accordance with HUD regulations and guidelines.

9.7.2 Utility Allowance Revisions

HABC will review its schedule of utility allowances each year. Between annual reviews, HABC will revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rates on which such allowances were based. Adjustments to resident payments as a result of such changes shall be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes shall not be subject to the 60 day notice requirement.

Unless HABC is required to revise utility allowances retroactively, revised utility allowances will be applied to a family’s rent calculations at the next reexamination after the allowance is adopted.

9.7.3 Surcharges For HABC-Furnished Utilities

For dwelling units subject to allowances for HABC-furnished utilities where individual meters have been installed, HABC charges for utility consumption in excess of the allowances. The excess consumption is computed on a straight per unit of purchase basis and is based on HABC’s average utility rate. The basis for calculating the excess utility consumption charges is described in HABC’s schedule of allowances. Changes in the amount of excess consumption charges based directly on changes in the HABC’s average utility rate are not subject to the advance notice requirements.

For dwelling units served by HABC-furnished utilities where individual meters have not been installed, HABC may establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances. The surcharge schedule will state the resident-owned equipment for which surcharges will be made and the amounts of such charges. Surcharges will be based on the cost to HABC of the utility consumption estimated to be attributable to reasonable usage of such equipment.

9.7.4 Notice Requirements – Utilities

HABC and the privately owned/managed sites will give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice will:

- Be provided at least sixty (60) days before the proposed effective date of the allowances, scheduled surcharges, or revisions;
- Notify residents of the place where HABC’s documentation on which allowances and surcharges are based is available for inspection; and

- Provide all residents an opportunity to submit written comments during a period expiring not less than thirty (30) days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

**9.7.5 Utility Allowance Reasonable Accommodation**

On request from a family, HABC may approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation because a family member with a disability uses equipment, which requires electricity to operate, to address the disability need.

**9.7.6 Resident–Paid Utilities**

HABC will establish the utility allowance for sites with resident paid utilities for the unit, which may be modified in accordance with applicable law and regulations.

The resident’s TTP will be reduced by the amount of the utility allowance, which HABC will provide to the resident.

If the resident’s actual utility bill(s) exceeds the utility allowance, the resident must pay the full amount of the bill to the utility supplier.

If the resident pays a flat rent, the resident is not entitled to a utility reimbursement because the utility allowances are factored into the schedule of flat rents.

By signing a third party notification agreement at application for the utility service, the resident authorizes HABC or the privately managed sites, whichever is applicable, to be notified by the utility provider if the resident fails to pay the utility bill. Failure of the resident to maintain utility service is grounds for termination under the lease.

Applicants cannot be admitted and residents cannot be transferred to a development with resident-paid utilities unless they can obtain utility service. The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

- If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident-paid utilities. As a result, a current resident will not be permitted to transfer to scattered site units or privately managed sites with resident paid utilities and an applicant will not be admitted to a unit with resident-paid utilities.
• When a resident is responsible for payment of utilities, payment of the utility bills is the resident's obligation under the lease. Failure to maintain utilities is grounds for eviction.

• If the unit is serviced by an individual meter, the resident is responsible for establishing an account directly with the utility provider and paying for those individually metered utilities.

9.7.7 Utility Reimbursement

In the event that the resident’s rent is less than the utility allowance, HABC or the privately managed site will pay a monthly utility reimbursement, equal to the difference between one month's total tenant payment and one month’s utility allowance, either to the resident or, with the resident’s consent, directly to the utility provider on the resident’s behalf, if the resident is paying an income-based rent.
CHAPTER 10: TRANSFER POLICY

10.1 INTRODUCTION

HABC permits residents to transfer within or between housing sites for the reasons set forth in this policy. The transfer policy will be carried out in a manner that does not violate fair housing laws.

For purposes of this transfer policy the "losing development" refers to the development/unit from which the family is moving and the "receiving development" refers to the development/unit to which the family is transferring. Losing and receiving developments include privately owned/managed sites with RAD units, LTA units and units with public housing subsidy.

10.2 GENERAL STATEMENT

HABC’s policy provides for resident transfers, within and/or between HABC public housing sites and the privately owned/managed sites that are RAD sites or have LTA units or public housing units for the following reasons:

- To abate dangerous and/or substandard conditions within the unit that cannot otherwise be addressed;
- Because the resident is an intimidated crime witness and/or an intimidated crime victim as defined in this chapter;
- Because the resident is a victim as defined under the Violence Against Women Act, as amended;
- Because the resident has an approved reasonable accommodation transfer request to address a disability;
- To accommodate resident families that are determined to be over- or under-housed because of their family size or composition;
- Because the resident is living in a unit that has been certified as meeting the Uniform Federal Accessibility Standards (UFAS) for wheelchair accessibility or as near UFAS compliant and no one in the household needs the accessibility features in the unit;
- To permit rehabilitation of the resident’s unit;
- Because the unit is scheduled for disposition and/or demolition;
- To offer standard alternative accommodations when repairs to the unit cannot be made within a reasonable time;
• Because the resident is living in a Low Income Housing Tax Credit unit and no longer meets the income eligibility requirements for the unit;

• Pursuant to a memorandum of understanding between the resident and HABC.

10.3 ELIGIBILITY FOR TRANSFER

In order to be determined eligible for a transfer initiated by residents, residents must submit the required documentation to HABC to substantiate their requests and must be in good standing with HABC at the time of transfer. When a resident who is not in good standing has been approved for a transfer due to an emergency, immediate need, reasonable accommodation, demolition, disposition, or because the resident is in an accessible unit and no one in the household needs the features of the unit, HABC may require the resident to enter into a memorandum of understanding before allowing the resident to transfer.

A resident is not in good standing when:

• A resident is delinquent in rent;

• HABC has issued a Notice of Lease Termination and the outcome of the Notice of Lease Termination is pending or the resident’s household is the subject of a pending lease enforcement investigation;

• The resident has a poor rental history or a history of disturbances; or

• The resident, a member of the resident’s household or a guest of the resident has damaged the unit.

Residents will not be allowed to transfer when HABC has received judgment or been awarded possession of the unit.

Low Income Housing Tax Credit (LIHTC) Sites

Residents may not be transferred to a LIHTC site unless they are income eligible.

Resident Paid Utilities

Residents may not be transferred to a development with resident-paid utilities unless he/she can obtain utility service.

10.4 TYPES OF TRANSFERS

The following are the types of transfers allowed under HABC’s transfer policy:
• Emergency to Address Health, Safety, and Habitability Issues
• Emergency Under the Violence Against Women Act (VAWA)
• Emergency to Address an Intimidated Witness & Intimidated Victim (IWIV)
• Administrative
• Immediate Needs
• Reasonable Accommodation
• Transfers Pursuant to an HABC Memorandum of Understanding
• Demolition, Disposition, Revitalization or Rehabilitation
• Transfer from Accessible Units
• Severely Over/Under Housed Category
• Over/Under Housed Category 2

10.5 EMERGENCY TRANSFERS TO ADDRESS HEALTH, SAFETY, AND HABITABILITY ISSUES

Emergency transfers to address health, safety, and habitability issues are made because the resident's unit has become uninhabitable because of fire, flood, or other causes.

When the unit is uninhabitable, the resident will be required to relocate. Relocation of the resident is not a waiver by HABC of its right to terminate the resident’s lease where it is determined that the damage was caused by an intentional act, carelessness/or negligence on the part of the resident, a member of the resident's household, guest or other person under the resident’s control.

10.6 EMERGENCY VAWA TRANSFERS

The following are conditions for which a resident may qualify for an Emergency VAWA transfer:

• A resident or an immediate family member is a victim of domestic violence, dating violence, sexual assault, or stalking;

• The resident reasonably believes that harm or further violence is imminent if the resident remains in the unit;
• The resident has complied with all other obligations of the public housing program; and

• Supporting documentation of the abuse is provided.

10.7 EMERGENCY IWIV TRANSFERS

The following are conditions for which a resident may qualify for an Emergency IWIV transfer:

• The household needs to be relocated because of a household member’s participation in a witness protection program or in order to avoid reprisal as a result of providing information to a law enforcement agency.

• The household’s need to relocate has been verified by a local, State or Federal law enforcement agency. The following are examples of the type of documentation required for a family to be considered for this type of transfer: police reports, letter from law enforcement agency describing the situation and the need for a transfer, or court records such as a restraining order.

10.8 IMMEDIATE NEEDS TRANSFERS

The consent decree entered in *Bailey v. HABC* (JFM-02-CV-225) and *United States of America v. HABC* (JFM-04-CV-3107) (the Bailey Consent Decree) provides for immediate needs transfers, which receive priority over other reasonable accommodation transfer requests.

The Immediate Needs Plan, which is Attachment B to the Bailey Consent Decree, defines “Immediate Need” as follows:

• An immediate need refers to a family (including a family of one) residing in public housing that has a family member with a disability who: a) lacks access to a toilet; b) lacks access to a shower or a bathtub that can be used by a person with a disability; c) lacks access to the kitchen unless the person with the disability is a minor child under age 8 years; d) lacks access to a bedroom; e) lacks access to a bedroom occupied by a minor child/children for whom the person with a disability provides supervision or has child care responsibilities; f) lacks the ability to enter or exit the unit without assistance; or g) is at a substantial health risk, as verified by a healthcare professional, due to the conditions of the current unit.

The Immediate Needs Plan is to “remain in effect until HABC has completed the creation of the total number of UFAS compliant accessible public housing units required under the” Bailey Consent Decree. HABC may, in its sole discretion, continue the Immediate Needs Plan after the total number of UFAS compliant accessible public housing units has been created.

Immediate Needs transfer requests are investigated by Immediate Needs teams in accordance
with the aforementioned Immediate Needs Plan. If the Immediate Needs team determines that
the resident has an Immediate Need, it will prepare, with input from the resident, an Immediate
Needs Plan. If the Immediate Needs Plan includes the option of a transfer to another unit and
the family selects that option, the family will be placed on the reasonable accommodation
transfer waiting list based on the date that the transfer request was made.

10.9 REASONABLE ACCOMMODATION TRANSFERS

HABC approves reasonable accommodation transfer requests to a disability of the head of
household or a household member. Disability verification is required where the disability is not
obvious or when it is not clear how a transfer will address the disability.

10.10 TRANSFERS PURSUANT TO AN HABC MEMORANDUM OF
UNDERSTANDING (MOU)

HABC may approve a transfer pursuant to an MOU entered into between the resident and HABC
to resolve a lease termination or other similar issue.

10.11 TRANSFERS DUE TO DEMOLITION, DISPOSITION, REVITALIZATION, OR
REHABILITATION

HABC will relocate a resident family with reasonable written notice when the unit or property in
which the resident family lives is being disposed of or demolished or is undergoing major
rehabilitation that requires the unit to be vacant.

Affected resident families will be placed on the transfer waiting list created pursuant to the
HABC approved relocation plan.

In cases of revitalization or rehabilitation, the HABC approved relocation plan may provide that
the family may be offered a temporary relocation and may be allowed to return to their unit once
revitalization or rehabilitation is complete.

10.12 TRANSFERS FROM AN ACCESSIBLE UNIT

In the event an accessible unit/unit with accessible features is occupied by a family that does not
require those features, HABC or the privately managed site will initiate a transfer when a
resident with a disability or an applicant with a disability requiring the accessible unit/features is
identified.

Families living in accessible units/units with accessible features who do not need the accessible
unit/accessible features: (1) will be given notice to move when a resident with a disability or
applicant with a disability who needs the features in the unit is identified; (2) will receive a 30
day notice to move after a unit of appropriate size/type is identified; and (3) will be required to transfer. If the family refuses to transfer, HABC or the privately managed site will terminate the lease.

10.13 SEVERELY OVER/UNDER-HOUSED CATEGORY

Severely Over/Under-Housed Category Transfers where the number of occupants listed on HABC Dwelling Lease constitutes over/under-housed conditions according to HABC’s Occupancy Standards by two (2) or more bedrooms.

10.14 OVER/UNDER-HOUSED CATEGORY

Over/Under-Housed Category Transfers are transfers where:

- The number of occupants listed on HABC Dwelling Lease constitutes over/under-housed conditions according to HABC’s Occupancy Standards by one (1) bedroom.

10.15 FAMILY SPLITS

HABC may approve a request for a split family transfer to address:

- A reasonable accommodation;
- An emergency health, safety and/or habitability issue;
- An over/under housed family in the event no appropriate size unit is available in the absence of a family split; or
- To address a VAWA situation.

The resident who splits from the original household must be otherwise eligible for occupancy of a public housing unit and legally capable of executing a lease.

10.16 HABC INITIATED TRANSFERS

Transfers required by HABC are mandatory for the resident. Mandatory transfers are initiated by HABC management with the forwarding of a Notice of Proposed Action to a resident. HABC may proceed to terminate tenancy if a resident does not move based on a mandatory transfer. If the family requests a grievance hearing within the required timeframe, HABC may not take action on the transfer until the conclusion of the grievance process.

The following are HABC initiated transfers:

- Emergency to Address Health, Safety, and Habitability Issues
- Demolition, Disposition, Revitalization or Rehabilitation
- Transfer from an Accessible Unit
- Severely Over/Under Housed Category
- Transfer Pursuant to an MOU
- Family Splits to address Health, Safety, and Habitability Issues; to Address a VAWA Situation or to Address a Severely Over/Under-housed Situation
- Administrative

10.17 RESIDENT-INITIATED TRANSFERS

Resident-initiated transfers are transfers that commence with a written transfer request submitted to HABC by the resident and are approved by HABC. Resident reasonable accommodation requests to transfer to address a disability may be made orally. The resident’s oral request shall be memorialized in writing by the resident or on behalf of the resident by representative of the resident or by HABC staff.

The following are resident-initiated transfers:

- Immediate Needs
- Reasonable Accommodation
- Emergency VAWA
- Emergency IWIV
- Over/Under Housed Category
- Family Splits Made as Part of a Reasonable Accommodation Request

Families must document circumstances that serve as the basis for the transfer request in a form acceptable to HABC.

HABC will verify the need for the transfer and determine eligibility for the requested transfer. HABC will respond either by approving the transfer and putting the family on the appropriate transfer waiting list, by denying the transfer, or by requiring more information or documentation from the family.

If the family is not approved for the transfer, HABC will provide a denial letter to the family that will include information on the family’s right to request a grievance. The letter denying a
reasonable accommodation transfer request will identify Fair Housing agencies that the resident may contact.

10.18 TRANSFER WAITING LISTS

Centralized transfer waiting lists are administered by the Office of Admissions and Leasing to ensure that transfers are processed in the correct order and that procedures are uniform across all properties. Housing Operations staff submits requests for transfers, including necessary documentation, to the Office of Admissions and Leasing. The Office of Admissions and Leasing staff places residents approved for transfers on the appropriate waiting list based on the date the request was made for resident-initiated transfer requests and the date of the transfer application for HABC-initiated transfers. Within each transfer category, selection will be determined by the date and time of the resident-initiated transfer request or the date of the HABC-initiated transfer application, which ever applies, and required unit type.

Residents on the Emergency to Address Health, Safety, and Habitability Issues; Emergency VAWA; Emergency IWIV; Immediate Needs; Demolition, Disposition, Revitalization, or Rehabilitation, Transfers from an Accessible Unit; Reasonable Accommodation and Severely Over/Under-housed transfer waiting lists will be offered units that become available before the units are offered to applicants on the public housing waiting list.

Transfers will be processed in the following order:

1. Emergency to address health, safety, and habitability issues
2. Emergency VAWA
3. Emergency IWIV
4. Immediate Needs
5. Reasonable accommodation
6. Transfer pursuant to an HABC MOU
7. Demolition, Disposition, Revitalization, or Rehabilitation
8. Transfers from accessible units
9. Severely over/under-housed
10. Over/under-housed

An administrative transfer is a transfer that is initiated by HABC because HABC determines that the transfer is in the best interest of the resident or HABC. HABC reserves the right to determine the priority of the transfer. Full documentation for the transfer rationale must be
placed in the resident’s file.

HABC may, at its sole discretion, transfer a resident family without regard to its placement on the transfer list in order to address a family in crisis. The transfer must be approved by two executive staff and full documentation that supports, and provides the reasons for, the transfer rationale must be placed in the resident’s file.

10.19 MOVING COSTS

HABC will pay the moving costs related to the following transfer types:

- Emergency to address health, safety, and habitability issues
- Demolition, Disposition, Revitalization or Rehabilitation
- Reasonable Accommodation and Immediate Needs
- Transfers from accessible units

For all other transfers, the resident will pay all moving and other costs related to the transfer.

10.20 SECURITY DEPOSITS

Residents transferring from one HABC development to another HABC development will not be required to pay a new security deposit. Rather, the security deposit paid at the losing development will be transferred to the resident’s account at the receiving development. If the resident has not paid all or part of the security deposit to the losing development, the resident will be required to pay the entire security deposit to the receiving development before being allowed to transfer.

Residents transferring between a privately owned or managed site and an HABC development will be reimbursed the security deposit paid to losing development and required to pay a new security deposit to the receiving development.

10.21 PROCESSING TRANSFERS

The Housing Managers at the losing and receiving developments will reach an agreement on the date the lease for the unit in the losing development will end and the date the lease for the receiving development will begin. They will also work cooperatively to complete the move and ensure that the residents sign the required the pre-transfer and leasing documents. Residents transferring from one public housing unit to another or between a public housing unit and a unit in a privately managed site will have three business days to move and return the keys to the losing development.
10.22 UNIT OFFERS FOR TRANSFERS

When a suitable unit is available, HABC will offer the unit to the next family on the waiting list per the transfer hierarchy. HABC has the right to offer the same unit to multiple residents at the same time. If more than one resident accepts the unit, the unit will be leased to the resident who accepts the unit before the expiration of the acceptance period and is on the highest priority waiting list and has been on that waiting list for the longest period of time. Offers shall be made orally and in writing.

Residents must select up to three locations as transfer options and must accept the first unit that becomes available and is offered to the resident that is in one of the selected locations. If the resident rejects the offered unit, unless the rejection is for good cause: (1) in resident-initiated transfers, the resident will be removed from the transfer waiting list; (2) in HABC-initiated transfers, the resident will receive a lease termination notice.

If circumstances require immediate removal of the occupants in the unit, the resident will be required to move to the first available appropriate size unit, which will be considered a temporary move. If the unit from which the resident has been moved is made habitable, the resident may have the option of returning to that unit or, if the unit cannot be made habitable, to another unit in the same development. If the resident refuses to move, HABC will issue a lease termination notice to the family.

The resident has the right to file a grievance in accordance with HABC’s Grievance Policy. Removal from the transfer waiting list means the resident must reapply for a transfer.

10.23 RENT ADJUSTMENTS FOR TRANSFERRED RESIDENTS

Generally, a resident will pay the same rent at the receiving development as s/he paid at the losing development. When a family is paying the flat rent at the losing development, the family will be given a choice to pay income-based or the flat rent amount at the receiving development.

Residents who intend to transfer to a privately managed site may be screened by the site in accordance with that site’s approved tenant selection plan. The screening may result in an increase in the resident’s the rent payment.

HABC or the privately owned/managed site will notify the resident of the rent amount before the transfer occurs. Any applicable rent changes will be effective the first of the month following the month of the transfer.

10.24 RE-EXAMINATION DATE

Upon transfer to another unit, the head of household will sign a new lease that will be effective the date of the transfer. However, the date of the new lease may affect the reexamination date.

The receiving development should be certain that the annual, biennial or triennial review,
whichever applies, is properly scheduled to give the staff time to re-determine rent in order to meet the established reexamination date.
CHAPTER 11: LEASING & INSPECTIONS

11.1 INTRODUCTION

All units must be occupied pursuant to a dwelling lease agreement between HABC and the resident or, at the privately owned/managed sites, between the landlord and the resident. This chapter describes pre-leasing activities and HABC’s policies pertaining to lease execution, security deposits, other charges, and additions to the lease. This chapter also describes HABC’s policies with respect to inspection of each dwelling unit prior to move-in, at move-out, and during the period of occupancy.

11.2 LEASE TERM & RENEWAL

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms unless the resident has violated the community service requirement as described in the chapter on community service. An annual signing process is not required because the lease automatically renews for terms of 12 months.

11.3 EXECUTION OF LEASE

The lease is incorporated into this policy by reference. The lease document will reflect current HABC policies as well as applicable federal, state and local law. The privately owned/managed sites may use a lease that is different from HABC’s lease but will also comply with applicable federal, state and local law.

The head of household is the person who signs the lease, assumes legal and financial responsibility for the unit and is listed on the lease as the head of household.

The following provisions govern lease execution 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 HABC unit to another or between an HABC unit and a privately owned/managed unit.

- Lease signers must be persons legally eligible to execute contracts.

- The names and dates of birth of all household members are listed on the lease at initial occupancy and on the HUD form 50058 at the time of re-examination. Only those persons listed on the most recent HUD form 50058 shall be permitted to occupy the dwelling unit.

- Changes to resident rents are made upon the preparation and execution of a notice of rent adjustment by HABC or the owner/manager of a privately owned/managed site, which
becomes an attachment to the lease. Documentation of a change to a resident’s rent will be included in the resident file.

- Households that include a live-in aide must sign the form in which both the head of household and the live-in aide acknowledge that the live-in aide is not a party to the lease.

### 11.4 MODIFICATIONS TO THE LEASE

HABC and the privately owned/managed sites may modify their forms of lease from time to time. HABC and the privately owned/managed sites will provide residents with at least 30 calendar days advance notice of the proposed changes to the lease and an opportunity to comment on the changes. All comments will be considered before formally adopting changes to the lease.

After proposed changes have been approved by the Board of Commissioners and incorporated into the HABC Lease or by a privately owned/managed site and incorporated into its lease, each family will be notified at least 60 calendar days in advance of the effective date of the new lease or lease revisions.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations will be provided at least 30 calendar days’ written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice will be delivered directly or mailed to each resident; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the management office, if any, or if none, a similar central business location within the development or site.

#### 11.4.1 Changes in Family Composition

The lease will be modified to reflect all changes in family composition. If the new member of the household is an adult, he/she will be required to sign and date the lease. Policies related to when and how changes in family composition must be reported are set forth in the chapter on Reexamination and Continued Occupancy.

A resident's refusal to accept permissible and reasonable lease modifications is grounds for termination of tenancy.

### 11.5 TERMINATION OF THE LEASE

Termination of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.
11.6 SECURITY DEPOSITS

“Security deposit” means any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings.

HABC and the privately owned/managed sites require new residents to pay a security deposit in the amount of $50.00 or in an amount not to exceed one month’s rent, whichever is lower. The family may be allowed to pay the security deposit in installments, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, the security deposit and the interest earned on security deposits will be refunded to the resident unless used for any of the costs listed below.

The amount of the security deposit required is specified in the lease. HABC and the privately owned/managed sites will hold the security deposit for the period the resident occupies the unit.

HABC and the privately owned/managed sites will refund the security deposit (including interest earned on the security deposit) less any amounts owed within 45 calendar days after move-out and resident's notification of a new address. The security deposit will be used by HABC and the privately owned/managed sites to pay the cost of:

- Unpaid rent;
- Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
- Other charges under the lease.

HABC or the privately owned/managed site will provide the resident, or the person designated by the former resident in the event of the former resident's incapacitation or death, with a written list of any charges against the security deposit. If the resident or his/her designee disagrees with the amount charged to the security deposit, HABC or the privately owned/managed site will meet with the former resident or his/her designee to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to HABC or the privately owned/managed site. All keys to the unit must be returned to the appropriate management office upon moving out of the unit.

If the resident transfers to another unit in an HABC owned and managed property, HABC will transfer the security deposit to the new unit. The resident will be billed for any maintenance costs or other charges arising out of the resident’s tenancy in the unit from which he or she is transferring. Residents transferring between a privately owned/managed site and an HABC development will be reimbursed the security deposit paid to the losing development, minus any maintenance costs or other charges arising out of the resident’s tenancy, and required to pay a
new security deposit to the receiving development.

11.7 PET DEPOSIT

The policy on pet deposits is set forth in Chapter 12 (Pet Policy – Family Developments) and in Appendix [insert letter] (HABC Pet Policy for Family Developments).

11.8 LEASING ACCESSIBLE UNITS

The policy on leasing accessible units is set forth in the Chapter on Occupancy Guidelines, section 6.5.

11.9 LEASE ORIENTATION ON PROGRAM REQUIREMENTS

Before signing the lease, families will be required to attend a pre-occupancy training session. When the family signs the lease, an HABC representative or a private manager, whichever is applicable, will review the lease and the documents incorporated into the lease, including but not limited to the documents listed below, with the head of household and co-head.

- A copy of the lease
- A copy of the grievance procedures
- A copy of the House Rules or community rules, if applicable
- A copy of the schedule of maintenance charges
- Information about the protections offered under the Violence Against Women Act of 2013

At both the pre-occupancy training session and at the lease signing, a number of topics will be discussed that will include, but are not limited to, the topics listed below, before the family signs the lease.

- Applicable deposits and other charges
- Provisions of the lease
- Family choice of rents
- Rent payment options
- Orientation to the community
- Unit maintenance and work orders
- Explanation of each of the forms to be signed by the family
• Excess utility consumption charges
• Terms of occupancy
• Community service requirements
• VAWA protections

11.10 RENT PAYMENTS

The resident rent is due and payable on the 1st of every month. If the rent payment is not received by the date set forth in the lease, a delinquent rent notice will be sent.

11.11 FEES AND NON-PAYMENT PENALTIES

The requirements relating to fees and nonpayment penalties are set forth in the lease.

HABC or the privately owned/managed site shall assess and collect a fee of 5% of the monthly rent if the resident does not pay the full amount of rent due by the end of the sixth day of the month. Repeated late payment of rent and/or other charges is grounds for termination of the Lease. See Chapter 14 (Lease Terminations).

Any rent payment received will be applied to the oldest rent charges in the resident's account.

A charge will be assessed against the resident for checks that are returned for insufficient funds or checks written on a closed account. When HABC or a privately owned/managed site has been informed that a resident’s check has been returned for insufficient funds, the resident will be notified and the rent is to be satisfied by the payment of the outstanding amount using HABC or privately owned/managed site approved payment options immediately upon such notification to the resident. HABC or the privately owned/managed site will always consider the rent unpaid when a check is returned because of insufficient funds or a check is written on a closed account. If a resident’s check is returned twice for insufficient funds, HABC or the privately owned/managed site will no longer accept a check from, or on behalf of, that resident.

If HABC or the privately owned/managed site has not agreed, in writing, to accept payment at a later date, a “Failure to Pay Rent” complaint will be filed with the court. HABC or the privately owned/managed site will note the cost of filing the “Failure to Pay” complaint in the resident’s account and will seek an award of this cost in the “Failure to Pay” action upon judgment by the court in favor of HABC or the privately owned/managed site.

11.12 POSTING SCHEDULES OF CHARGES AND UTILITY ALLOWANCES

Schedules of charges for services and repairs and the utility allowance schedule shall be
publicly posted in a conspicuous manner in the management office and will be provided to applicants and residents upon request.

**11.13 MAINTENANCE & DAMAGE CHARGES**

In instances where HABC or the privately owned/managed site charges the resident for maintenance and repair beyond normal wear and tear, the lease will state the basis for the determination of such charges.

Charges for maintenance and repair beyond normal wear and tear are not due and collectible until at least ten business days after HABC or the privately owned/managed site gives written notice of the charges. The written notice is considered an adverse action, and will meet the requirements governing a notice of adverse action. HABC and the privately owned/managed sites will not take the proposed action until the time for the resident to request a grievance hearing has expired, or if a hearing was requested within the required timeframe, the grievance process has been completed.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

**11.14 UTILITY PAYMENTS**

Tenants 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.

Where applicable, charges for excess utility consumption will be due and collectible two weeks after HABC gives written notice of the charges. The written notice is considered an adverse action and will meet the requirements governing a notice of adverse action.

Non-payment of excess utility consumption charges to HABC or the privately owned/managed site is a violation of the lease and is grounds for eviction.

**11.15 INSPECTIONS**

**11.16 MOVE-IN INSPECTIONS**

HABC or the privately owned/managed site and the family 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 HABC or the privately owned/managed site and the family, will be kept in the resident file.
The head of household or co-head must sign the inspection form.

11.17 VACATE INSPECTIONS

HABC or the privately owned/managed site will perform a move-out inspection when the resident vacates the unit. The resident will be given notice of the right to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. HABC or the privately owned/managed site will determine if there are damages to the unit caused by the resident. Damages caused by the resident may affect part or all of the resident’s security deposit.

The move-out inspection also assists HABC or the privately owned/managed site in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

11.18 UNIFORM PHYSICAL CONDITION STANDARDS INSPECTIONS

HABC and the privately owned/managed sites will inspect all units and common areas annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

11.19 QUALITY CONTROL (QC) INSPECTIONS

The purpose of the QC inspections is to insure that repairs have been completed at an acceptable level of craftsmanship and to determine resident satisfaction with the work performed. HABC inspection staff will conduct QC inspections for an established percentage of units.

HABC QC Inspection staff will conduct inspections on all units at a site as part of a site audit.

11.20 HOUSEKEEPING INSPECTIONS

HABC and the privately owned/managed sites will conduct housekeeping inspections of all units at least annually. The purpose of these inspections is to determine the housekeeping and unit conditions. Units that fail the housekeeping inspections will be subject to follow-up inspections.

During the annual housekeeping inspections, the Reasonable Accommodation Survey Tool – Short Form will be completed with the resident to allow the resident to identify if any family member has a disability and needs a reasonable accommodation to address that disability.
11.21 OTHER INSPECTIONS

HABC and privately owned/managed site staff will periodically conduct walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

11.22 EMERGENCY INSPECTIONS

HABC and privately owned/managed site staff may conduct an emergency inspection if they believe that an emergency exists in a unit or on the site. A work order must be generated after the inspection has been conducted.

11.23 NOTICE OF ENTRY

HABC and the privately owned/managed sites will be allowed to inspect units at reasonable times with reasonable notice.

11.23.1 Emergency Entries

HABC and the privately owned/managed sites may enter dwelling units at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, HABC and privately owned/managed staff will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

11.23.2 Non-Emergency Entries

HABC and the privately owned/managed sites will provide families with written 72-hour notice prior to entering the unit for non-emergency reasons.

Non-emergency reasons for entering a unit are:

- Maintenance and repairs
- Inspections
- To make improvements

An adult family member must be present in the unit during a non-emergency inspection. If no one is in the unit, the staff person(s) will leave a written notice for the resident regarding the date and time the non-emergency inspection was attempted.
If a resident needs to reschedule a non-emergency inspection, the resident must notify HABC or the privately owned/managed site at least 48 hours prior to the re-scheduled inspection.

HABC or the privately owned/managed site will reschedule the non-emergency inspection no more than twice unless the resident has a verifiable good cause reason for refusing entry. HABC may request verification of such good cause. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

11.24 HOUSEKEEPING VIOLATIONS

If a unit fails inspection due to housekeeping, HABC or the privately owned/managed site will provide the resident with a copy of the inspection report with required corrections. The resident will be given 30 calendar days to correct noted items. A follow-up inspection will be conducted. HABC or the privately managed site may require the resident to participate in housekeeping counseling. The inspection report will indicate whether required corrections are to be charged to the resident or covered by HABC or the privately owned/managed site.

If the resident fails make required corrections identified on the inspection report, lease termination may result.

11.25 RESIDENT DAMAGES

Repeated failed inspections or damages to the unit beyond normal wear and tear caused by the resident, a member of the household or a guest of the resident may constitute serious or repeated lease violations. HABC may charge the resident for the reasonable cost of repairs.

"Beyond normal wear and tear" is defined as items that could be charged against the resident's security deposit under state law or repairs resulting from willful damage, neglect or negligence.

11.26 EMERGENCY REPAIRS

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the resident must immediately notify HABC or the privately owned/managed site, whichever is applicable, of the damage. Abatement of the emergency must be completed within 24 hours from the time the work order is issued.

If HABC or the privately owned/managed site cannot make repairs within 24 hours, the resident will be offered standard alternative accommodations. If HABC or the privately owned/managed site can neither repair the defect within 24 hours nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall
not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

- Lock-out (with proper identification of resident)
- Broken lock which affects unit security
- Broken window glass which affects unit security, is a cutting hazard, or occurs during inclement weather (to be secured or abated)
- Plumbing leaks that can cause flooding or damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- Units in which the temperature is below 68 degrees because of defective or broken heaters.
- Units with elderly residents or residents with disabilities in which HABC-owned air conditioners are inoperable during the summer or in which the refrigerators are inoperable.

Inoperable smoke detectors will be treated as a 24-hour emergency and will be replaced or made operable. Residents who disengage smoke detectors for convenience purposes are in violation of their lease.

11.27 NON-EMERGENCY REPAIRS

If necessary to bring the unit into UPCS compliance, routine or needed repairs will be completed by HABC or the privately owned/managed site. Non-emergency repairs will be completed by HABC or the privately owned/managed site within 30 calendar days of the inspection date.
CHAPTER 12: PET POLICY

12.1 INTRODUCTION

HABC’s policy on pets in family developments is set forth in the Pet Policy for Family Developments (the Pet Policy), attached as Appendix D. The Pet Policy is reasonably related to the legitimate interest of HABC in providing a decent, safe and sanitary living environment for residents, providing standards aimed at creating the best possible environment for both pet owners and non-pet owners, and promoting responsible care of pets.

Privately owned sites may have different pet policies. The family developments converted under RAD shall follow the pet policy set forth in the Long Term Affordable (LTA) Criteria.

Neither HABC’s Pet Policy nor the pet policies followed by the privately owned sites or the RAD Sites apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.
CHAPTER 13: REEXAMINATIONS & CONTINUED OCCUPANCY

13.1 INTRODUCTION

This Chapter summarizes the policy for conducting reexaminations. It also explains the interim reporting requirements for families and the standards for timely reporting.

13.2 ELIGIBILITY FOR CONTINUED OCCUPANCY

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

- Qualify as a family as defined in Chapter 4: Eligibility for Admission;
- Are in full compliance with the obligations and responsibilities described in the dwelling lease;
- Whose family members, age 6 and older, each having submitted their social security numbers or having provided a certification from the Social Security Administration that a social security number has not been issued;
- Whose family members have submitted required citizenship/eligible immigration status/non-citizens documents;
- Who are not over-income (as defined in this chapter) for the specified period of time

13.3 OVER-INCOME FAMILIES

For purposes of this section, over-income shall be 120% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

MTW Policy

If at the time of income review a family in public housing has had income above 120% of area median income for two consecutive years, HABC will exercise one of the two options:

- Terminate the family’s tenancy within six months after the income determination; or
- Charge the family a monthly rent equal to the higher of the HUD-determined Fair Market Rent for the unit and the operating and capital subsidies provided for the unit.

Each year HABC will submit to HUD, and make public, a report listing the number of its resident families with incomes above 120% of AMI. If a family is identified as having a pattern (two reexaminations) of reducing income just prior to a reexamination, HABC will calculate income using past income from the prior year and proceed accordingly with the over-income policy.
13.4 REEXAMINATION FREQUENCY

The frequency of reexaminations by HABC and the privately owned/managed sites is based on the resident’s program participation, income source and whether the resident chooses income based rent or flat rent. The following identifies the frequency of the re-examinations:

- Except as set forth in the second and third bullets below, the re-examination of HABC residents will generally occur every two-years.
- The re-examination of residents on fixed incomes and residents who elect the flat rent option will occur every three years. Fixed income generally refers to social security income, supplemental security income or pension income. Residents who elect the flat rent option will be required to certify their household composition annually.
- The re-examination of residents who report zero income and residents at privately owned/managed properties will occur annually. Residents who report zero income may be required to provide documentation of their zero income every 90 calendar days.

HABC may also schedule a regular reexamination for completion prior to the anniversary date for administrative purposes.

At regularly scheduled reexaminations, residents will provide all certifications and forms in accordance with HABC, HUD and tax credit requirements, as applicable.

The table below provides a summary of household types and reexamination frequency.

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency of Reexamination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Households on fixed incomes only</td>
<td>Triennial</td>
</tr>
<tr>
<td>Households who select the flat rent option</td>
<td>Annual flat rent updates Triennial</td>
</tr>
<tr>
<td>Households who report zero income</td>
<td>Annual and every 90 days</td>
</tr>
<tr>
<td>Households at privately owned/managed properties</td>
<td>Annual</td>
</tr>
<tr>
<td>Households with an Earned Income Disregard</td>
<td>Annual during disregard periods</td>
</tr>
<tr>
<td>All other households</td>
<td>Biennial</td>
</tr>
</tbody>
</table>

HABC reserves the right to create a different re-examination schedule.

When families move to a dwelling unit in another development, the receiving development will prepare a new HUD form 50058 at the time of the family’s transfer. The receiving development will complete a regular reexamination with an effective date that coincides with the new lease effective date. The reexamination month may be made consistent with the reexamination
schedule at the new development but will not be more than 24 or 36 months from the last regular reexamination. When families move to another dwelling unit within the same development, a new HUD form 50058 must be prepared at the time of the family’s transfer.

13.5 REEXAMINATION NOTICE TO THE FAMILY

All families will be notified of their obligation to recertify by first class mail. Generally, HABC sends the reexamination notification letter at least 120 days before the scheduled reexamination effective date.

13.6 PERSONS WITH DISABILITIES

HABC and the privately owned/managed sites will provide notices in an accessible format or mail notices to a third party, if requested as a reasonable accommodation by a person with disabilities.

Persons with disabilities who are unable to come to HABC's office or the offices of the privately owned/managed site for the reexamination may make a reasonable accommodation to have the interview conducted at the person's home, which shall be approved if it is verified that the person has a disability that prevents him/her from going to the HABC office or the offices of the privately owned/managed site.

Verification that the person has a disability or that the requested accommodation will address the disability may be required if the disability is not obvious.

13.7 RESCHEDULED REEXAMINATION APPOINTMENTS

If the family is unable to attend a scheduled interview, the family must contact HABC or the privately owned/managed site at least 10 business days before the interview is scheduled to occur to schedule a new appointment.

If the family does not appear for the reexamination interview and has not rescheduled the interview with HABC or the privately owned/managed site, HABC or the privately owned/managed site will schedule a second appointment.

If the family fails to appear for the second appointment HABC or the privately owned/managed site will issue a notice of lease termination.

Exceptions to these policies may be made by the HABC Asset Manager or the property manager at the privately owned/managed site if the family provides documentation of a good cause reason that prevented them from canceling or attending the appointment.
13.8 CONDUCTING REGULAR REEXAMINATIONS

The terms of the public housing lease and the privately owned/managed site leases require the family to furnish information regarding income and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit.

Any required documents or information the family is unable to provide at the time of interview must be provided within 5 business days from the date of the interview. If the family is unable to obtain or supply the information within the required time frame, the family must request an extension.

13.8.1 Requirements to Attend Reexamination Interview

All adult household members will be required to attend the reexamination interview and sign the Personal Declaration and Continued Occupancy Declaration. If the head of household is unable to attend the interview, the appointment will be cancelled.

13.9 COMMUNITY SERVICE

For families who include nonexempt individuals, HABC will determine compliance with community service requirements. See the Chapter on Community Service.

All families will be notified of their obligation to recertify by first class mail. Generally, HABC sends the reexamination notification letter at least 120 days before the scheduled reexamination effective date.

13.10 PERSONS WITH DISABILITIES

HABC and the privately owned/managed sites will provide notices in an accessible format or mail notices to a third party, if requested as a reasonable accommodation by a person with disabilities.

Persons with disabilities who are unable to come to HABC's office or the offices of the privately owned/managed site for the reexamination may make a reasonable accommodation to have the interview conducted at the person's home, which shall be approved if it is verified that the person has a disability that prevents him/her from going to the HABC office or the offices of the privately owned/managed site.

Verification that the person has a disability or that the requested accommodation will address the disability may be required if the disability is not obvious.
13.11 RESCHEDULED REEXAMINATION APPOINTMENTS

If the family is unable to attend a scheduled interview, the family must contact HABC or the privately owned/managed site at least 10 business days before the interview is scheduled to occur to schedule a new appointment.

If the family does not appear for the reexamination interview and has not rescheduled the interview with HABC or the privately owned/managed site, HABC or the privately owned/managed site will schedule a second appointment.

If the family fails to appear for the second appointment HABC or the privately owned/managed site will issue a notice of lease termination.

Exceptions to these policies may be made by the HABC Asset Manager or the property manager at the privately owned/managed site if the family provides documentation of a good cause reason that prevented them from canceling or attending the appointment.

13.12 VERIFICATION OF INFORMATION

All information that affects the family's eligibility for continued occupancy and the family's total tenant payment and rent will be verified in accordance with HABC or the privately owned/managed site verification policies and procedures.

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.

13.13 EFFECTIVE DATES: CHANGES IN THE TENANT RENT AT REGULAR REEXAMINATION

As part of the reexamination process, HABC will make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

13.13.1 Resident Rent Increases

If, as a result of a regularly scheduled reexamination, the resident rent increases, a 30 day notice will be mailed to the family prior to the reexamination effective date.
If less than 30 calendar days are remaining before the effective date, the resident rent increase will be effective on the first day of the month following the 30 day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, the increase in rent will be effective on the scheduled effective date.

13.13.2 Resident Rent Decreases

If the family reports a change that results in a rent decrease within 30 calendar days of the reexamination effective date, the change will be effective on the regular reexamination date.

If a resident reports changes in circumstances that result in a rent decrease more than 30 calendar days prior to the next reexamination date, the change will be treated as an interim reexamination effective on the first day of the following month that the family reported the change. The regular reexamination date will not change as a result of this action.

If the family causes a delay so that the processing of the reexamination is not complete by the regular reexamination date, any decrease in rent will be effective on the first day of the month following completion of the reexamination processing by HABC or the privately owned/managed site.

13.14 REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS

For a family that chooses the flat rent option, HABC or the privately owned/managed site will conduct a reexamination of family composition at least annually and will conduct a reexamination of family income at least once every three years.

Once a year, HABC or the privately owned/managed site will: (1) give each family the opportunity to choose between the two methods for determining the amount of resident rent payable monthly by the family; and (2) require each family to submit updated information about the household composition. The family may choose to pay either a flat rent as determined in accordance with HABC’s flat rent schedules, or an income-based rent. HABC and the privately owned/managed sites will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the resident file.

If the family chose a flat rent for the previous year, HABC or the privately owned/managed site will provide the amount of income-based rent for only the year HABC or the privately owned/managed site conducts an income reexamination or, during the intervening years, only if the family specifically requests income recalculation and submits updated income information. For further information on flat rent schedules and changes, see Chapter 8: Income and Adjusted Income.
13.14.1 Flat Rent Annual Updates

In scheduling the annual update, HABC or the privately owned/managed site will follow the policy used for scheduling the annual reexamination of families.

As flat rent updates will be determined annually, based on changes to fair market rents (FMR), and resident rent updates will occur on the annual rent update anniversary, there may be times that residents on flat rent are paying more or less than 80% of the FMR, depending on the change to the FMR. Flat rent increases will be limited so that no family on flat rent will have an increase in excess of 35% of the family’s existing rent amount until the family reaches 80% of the FMR.

If the family has chosen flat rent, his/her rent shall be adjusted at the next annual rent update or regular reexamination rather than at the point the flat rent may change. At the time of the annual rent update or regular reexamination, the family will be given the choice of changing to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for the family’s unit.

13.15 INTERIM REEXAMINATIONS

Family circumstances may change between annual reexaminations. HABC policies and the polices of the privately owned/managed sites define the types of information about changes in family circumstances that must be reported, and under what circumstances HABC or the privately owned/managed site will process interim reexaminations to reflect those changes. HUD regulations also permit HABC and the privately owned/managed sites to conduct interim reexaminations of income or family composition at any time.

The regular reexamination date will not change as a result of an interim reexamination.

13.16 STANDARD FOR TIMELY REPORTING

The standard for timely reporting is within 10 business days from the date of the change. This standard applies to required and optional reporting. For example, if a resident loses his job on April 1st, timely reporting of the job loss will be 10 business days from April 1st. See the policies on effective dates of interim rent changes when reporting is or is not timely.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation within 10 business days, it will be considered untimely reporting.

13.17 METHOD OF INTERIM REPORTING

Families are required to submit interim changes in writing. Generally, the family will not be required to attend an interview for an interim reexamination. However, if HABC or the privately
owned/managed site determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, HABC or the privately owned/managed site will determine the documentation the family will be required to submit. Any information, document or signature that is needed from the family to verify the change must be provided within 10 business days from the date HABC or the privately owned/managed site made the request. This time frame may be extended by HABC or the privately owned/managed site for good cause. HABC and the privately owned/managed sites will accept required documentation by mail, by fax, electronic mail (email) or in person.

HABC or the privately owned/managed site may conduct the interim reexamination by mail as a reasonable accommodation when requested. (See Chapter 2: Fair Housing and Equal Opportunity).

**13.18 DECREASES IN INCOME & INCREASES IN ALLOWANCE/DEDUCTIONS**

Between regular reexaminations, residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment within 10 business days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within 10 business days of the change.

HABC or the privately owned/managed site will process the rent adjustment unless HABC or the privately owned/managed site confirms that the decrease in income will last less than 30 calendar days.

**13.19 INCREASES IN INCOME**

Generally, families paying income-based and flat rents are not required to report increases in income or assets between regular reexaminations. HABC and the privately owned/managed sites will not process rent adjustments resulting from these increases in income until the next regularly scheduled reexamination, except in certain cases as described in this ACOP, including but not limited to families reporting zero income or families adding a person, who is not a live-in aide, to the household with approval from HABC or the privately owned/managed site.

**Exceptions to this policy** are described in the interim reexamination section of the ACOP.

**13.20 CHANGES IN FAMILY COMPOSITION**

Families must report all changes in household composition to HABC or the privately owned/managed site within 10 business days from the date of the change. Such changes include additions due to birth, adoption and court-awarded custody. The family must obtain
approval from HABC or the privately owned/managed site prior to all other additions to the household. The change in family composition must be submitted in writing.

Following receipt of a family's request for addition of a household member, HABC or the privately owned/managed site will conduct a pre-admission screening, including the criminal history report, of the proposed new member. HABC or the privately owned/managed site will not allow the addition of a new family or household member unless the individual meets the applicable screening criteria and documentation requirements as described in Chapter 4: Eligibility for Admission. Only new members approved by HABC or the privately owned/managed sites will be added to the household.

HABC and the privately owned/managed sites will conduct an interim reexamination for all changes in family and household composition that occur between regular reexaminations and annual updates. The head of household shall provide HABC or the privately owned/managed site with all income documentation for the new household member. HABC or the privately owned/managed site will process an increase in rent when the household size increases due to the addition of a new family member with earned or unearned income.

If a household receives public assistance benefits and reports any change in family composition between reexaminations, HABC or the privately owned/managed site will re-verify the public assistance benefit and recalculate income and rent using the new benefit amount. Income attributable to new members being added to the household will be evaluated and may result in a recalculation of the rent.

Additions to the household subject to applicable screening:

- Any person 18 or older the resident proposes to add to the lease;
- Resident is awarded custody of a child who is 14 or older;
- Children who are 14 and older are added through a kinship care arrangement;
- Resident desires to add a new family member to the lease, a live-in aide, or a foster child(ren);
- A unit is occupied by a remaining family member(s) under age 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.

Additions to the household not subject to screening:

- Children born to a family member;
- Children for whom court-awarded custody is provided, if the child is under the age of 14; and
• Legal adoptions of minors.

13.20.1 New Family Members Not Requiring Prior Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require approval from HABC or the privately owned/managed site; however, the family is required to notify HABC or the privately owned/managed site of the addition within 10 business days of the occurrence.

13.20.2 New Family Members Requiring Approval

The family must inform HABC or the privately owned/managed site and obtain approval from HABC or the privately owned/managed site for additional family members, other than additions due to birth, adoption, and court-awarded custody, before the new member occupies the unit. Only new members approved by HABC or the privately owned/managed site will be added to the household.

HABC or the privately owned/managed site will not approve the addition of family members other than by birth, adoption, or court-awarded custody where the occupancy standards would require a larger size unit, except as a reasonable accommodation. Exceptions will be reviewed and determinations made on a case by case basis.

HABC and the privately owned/managed sites will not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to submit an application to be added to the HABC public housing waiting list.

Residents who fail to notify HABC or the privately owned/managed sites 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 HABC or the privately owned/managed sites and the entire household will be subject to eviction.

13.20.3 Departure of a Family or Household Member

If a family or household member ceases to reside in the unit, the family must inform HABC or the privately owned/managed site within 10 business days of the occurrence. This notification requirement includes removal of a live-in aide, foster child, or foster adult. The household must complete a certification of removal and provide verification of the removal, i.e. new address for the household member being removed, death certificate etc.

These individuals may not be added back to the lease and must apply as a new applicant for placement on the HABC public housing waiting list.
13.20.4 Change in Family Size & Transfer

HABC will consider a unit transfer, if needed under the Occupancy Guidelines, for additions to the family in the following cases:

- Addition of a minor who is a member of the family who had been living elsewhere.
- Addition of a live-in aide approved by HABC or the privately owned/managed site.
- Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide requires a larger size unit due to overcrowding, the resident will be placed on the appropriate transfer waiting list for the larger unit and transferred to an appropriately sized unit when the resident reaches the top of the waiting list and an appropriately sized unit becomes available.

Transfers due to over-housing or under-housing conditions caused by the addition or removal of household members will be handled in accordance with Chapter 10: Transfer Policy.

13.21 PREVIOUSLY UNEMPLOYED HOUSEHOLD MEMBER OBTAINS EMPLOYMENT

When a previously unemployed household member becomes employed, the resident must report the new income within 10 business days. HABC or the privately owned/managed site will defer an increase in rent until the next regular reexamination unless the household member qualifies for the earned income disregard.

13.22 ZERO INCOME

Zero income households and zero income individuals are required to report monetary and/or non-monetary changes in income or benefits between regular reexaminations. HABC will process an increase in rent when a zero income individual reports an increase in income between regular reexaminations. See exception when a zero income individual who was previously unemployed becomes employed.

Once income or benefits are received and reported by a zero income individual, subsequent increases in income between regular reexaminations do not need to be reported until the next regular reexamination.

13.22.1 Zero Income Household

A zero income household is one where no household member receives any income, contributions and/or benefits on his/her own behalf or on behalf of another individual in the household.
Households that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family’s expenses exceed their known income, HABC may make inquiry as to the nature of the family’s accessible resources.

See the policies on verification of zero income households.

HABC will conduct interim reexaminations for households who report zero income every 90 calendar days.

13.22.2 Zero Income Individual

A zero income individual is one who does not receive any income, contributions and/or benefits on his/her own behalf or on behalf of another individual in the household. See the policies on verification of zero income individuals.

13.23 EFFECTIVE DATES: CHANGES IN RENT AT INTERIM REEXAMINATIONS

HABC will process reexaminations after the family request or family notification of changes in income, expense, deductions and/or household composition.

13.24 EFFECTIVE DATES: CHANGES IN RENT AND RESIDENT CAUSED DELAYS IN PROCESSING REEXAMINATIONS

An increase in rent, as a result of a reexamination, will generally be effective on the first of the month following 30 calendar days’ notice to the family.

A decrease in rent as a result of a reexamination will generally be effective on the first of the month following the month in which the change was reported.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in this ACOP or be required to make a lump sum payment.

If the change is not reported timely, HABC or the privately owned/managed site will not retroactively apply the rent decrease. In this case, the rent decrease will be effective on the first day of the month following the completion of the reexamination processing by HABC or the privately owned/managed site.
In cases where, through no fault of the resident, the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

13.25 DELAYS IN PROCESSING REEXAMINATIONS CAUSED BY HABC OR THE PRIVATELY OWNED/MANAGED SITES

If HABC or the privately owned/managed site causes the delay in the timely processing of the reexamination: (1) in the case of a rent increase, the effective date will be the first of the month following 30 calendar days’ notice to the resident; and (2) in the case of a rent 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.

13.26 OTHER INTERIM REPORTING ISSUES

Any changes reported by residents other than those listed in this section will be noted in the file by the staff person, but will not be processed between regularly scheduled reexaminations.

13.27 ERRORS IN RENT CALCULATION

If HABC or the privately owned/managed site makes a calculation error at admission or during regular or interim reexaminations, an interim reexamination will be conducted to correct the error. The family will not be charged retroactively for any increase in rent. However, if the family was underpaying rent, HABC or the privately owned/managed site will increase the rent to the correct amount effective on the first of the month following 30 calendar days’ notice to the family. HABC or the privately owned/managed site will credit the resident’s account for the amount of rent that was overpaid due to error by HABC or the privately owned/managed site.

13.28 ABSENCE FROM THE UNIT

"Absence" and “absent” mean that no family member is residing in the unit.

In order to determine if the family is absent from the unit, HABC or the privately owned/managed site will:

- Conduct home visits;
- Write letters to the family at the unit; and/or
- Call and/or write the emergency contact.
Families must notify HABC or the privately owned/managed site if they are going to be absent from the unit for more than fifteen consecutive calendar days. A person with a disability may request an extension of time as a reasonable accommodation.

13.28.1 Permanently Absent Household Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 6 consecutive months or more except as otherwise provided in this Chapter. A household member who is permanently absent will be removed from the lease and that person’s income will no longer be counted.

Anyone who is removed from the lease must submit an application to HABC for public housing in order to be housed by HABC or in a privately owned/managed site.

13.28.2 Temporarily Absent Household Member

Generally, an individual who is or is expected to be absent from the assisted unit for less than 6 consecutive months per calendar year is considered temporarily absent.

HABC and the privately owned/managed sites will compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

13.28.3 Absence of an Entire Family

Families are required to notify HABC or the privately owned/managed site in accordance with the lease before they move out of a unit and to give HABC or the privately managed site information about any family absence from the unit.

If the entire family is absent from the unit, without permission from HABC or the privately owned/managed site for more than 30 consecutive calendar days, the unit will be considered to be vacant and HABC or the privately owned/managed site will terminate tenancy.

In cases where the family has moved out of the unit, HABC or the privately owned/managed site will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

As a reasonable accommodation for a person with a disability, HABC or the privately managed site may approve an extension. During the period of absence, payment of the rent and other charges must remain current.

13.28.4 Absence Due to Medical Reasons
If any family member leaves the household to enter a facility such as a hospital, a nursing home, or a rehabilitation center, HABC or the privately owned/managed site will consult with a reliable qualified source as to the likelihood and timing of the family member’s return. If the verification indicates that the family member will be living in a nursing home permanently, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 6 consecutive months, the family member will be considered temporarily absent, as long as rent and other charges remain current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with Absence of Entire Family.

13.28.5 Absence Due to Incarceration

Any member of the household will be considered permanently absent if s/he is incarcerated for 30 consecutive calendar days for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents or members of the community.

13.28.6 Absence Due To Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, HABC will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 180 consecutive calendar days from the date of removal of the child(ren), the family may be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with HABC’s occupancy guidelines.

13.28.7 Parent/Legal Guardian Absent from the Unit

When neither a parent nor a legal guardian remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period: (1) within 30 calendar days, the proposed caretaker must provide documentation to HABC or the privately owned/managed site that s/he is seeking custody or legal guardianship of the children; (2) within 10 business days of receiving the documentation, HABC or the privately owned/managed site will screen the proposed caretaker; and (3) if the proposed caretaker passes the screening, HABC or the privately owned/managed site will enter into a lease with the proposed caretaker. If the proposed caretaker does not provide the required documentation or does not pass the screening, HABC or the privately owned/managed site will take action to gain possession of the unit.

HABC or the privately owned/managed site may obtain periodic updates from social services
staff or the attorney representing the children regarding the status of the action to obtain custody or legal guardianship.

The caretaker will be allowed to remain in the unit as a visitor until he or she signs the lease or is determined to ineligible.

13.28.8 Absent Students

Full-time students who are 17 and older and attend school away from the home but live with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.

- If 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. 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 90 days per year without being considered a member of the household. Students under the age of 17 who attend school away from home will not be considered permanently absent.

Full-time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

13.28.9 Minors in the Unit on a Temporary Basis

In a joint custody arrangement, if the minor is in the household less than 90 calendar days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in federally assisted housing, only one parent will be able to claim the child for deductions and for determination for the occupancy standards. For situations where the minor lives with the parent for more than 90 calendar days, see Joint Custody of Dependents.

13.29 MILITARY FAMILIES – ABSENCE FROM THE UNIT & CONTINUED OCCUPANCY

If a household member 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) are counted as income.

On a case by case basis, HABC and the privately owned/managed sites will make reasonable exceptions with respect to program requirements for active duty military families, to the extent HABC can do so while responsibly administering the PH program.
Exceptions will be granted at HABC’s sole discretion and must be approved by the Deputy Chief for Operations or his/her designee.

Exceptions may include, but are not limited to:

- Allowing a guardian who meets HABC’s or the privately owned/managed site’s screening criteria to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining family income and rent;

- Where a member of the family has been called into active duty, allowing the assisted tenancy and dwelling lease to remain in effect for up to 9 consecutive months even though all members of the family are temporarily absent from the assisted unit;

- Until the member of the family called into active duty returns, allowing for a no-change reexamination and then completing the interim reexamination within 30 calendar days after the military family member returns.

13.30 GUESTS

Any person not included on the HUD 50058 who has been in the unit more than 21 nights in any fifty-two (52) week period will be considered to be living in the unit as an unauthorized household member. For purposes of the 52 week period, HABC or the privately owned/managed site will begin the calculation at the reexamination effective month.

Absence of evidence of any other address will be considered verification that the guest is an unauthorized household member.

HABC will consider:

- Statements from neighbors and/or HABC staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

Use of the unit address as the guest’s current residence for any purpose shall be construed as permanent residence.
The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized occupant and HABC or the privately owned/managed site will terminate the family's lease.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the resident’s unit, the person will be considered an unauthorized occupant.

Residents are not allowed to have boarders and lodgers live with them.

13.31 REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT

Resident families who separate while being assisted under the federally assisted program will be assessed on a case-by-case basis to determine which family members remain assisted under the program. The policy pertaining to remaining members is as follows:

- To be considered the remaining member of the resident family, the person must have been previously approved by HABC or the privately owned/managed site to be living in the unit.

- A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

- The head of household, the co-head or the remaining family member of the household who has custody of any minor children will retain the federally assisted unit.

- In cases where the head of household and co-head of household have a joint custody arrangement for minor children, the original head of household will retain the federally assisted unit.

- In cases where the head of household dies, leaving minor children, the new head of household will be subject to all eligibility and admission requirements of HABC or the privately owned/managed sites. If the new head of household is a current resident of HABC or of a privately owned/managed site, the receiving development will screen the resident to determine if s/he is in good standing.

- In cases where there are two adult co-heads of household with no minor children, the original head of household will retain the federally assisted unit.

- In cases where a non-related adult has been added to the household, the original head of household will retain the federally assisted unit.

- In the event that the head of household dies, a remaining adult household member may become head of household if that adult was on the lease and meets all other program eligibility and continued occupancy requirements.
• Exceptions to the “remaining family member” requirement will be reviewed by HABC or the privately owned/managed site on a case by case basis.

• If a separation is the result of a divorce or separation under a settlement or judicial decree, HABC or the privately managed site will follow any court determination regarding which family members will retain the federally assisted unit.

• In order for a minor to continue to receive assistance as a remaining family member, HABC or the privately owned/managed site has to verify that the court awarded emancipated minor status to the minor or that the appropriate agency has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period of time. The adult must meet the HABC screening criteria or the screening criteria of the privately owned/managed site unless the adult is already a resident of HABC or a privately owned/managed site, in which case the adult must be a resident in good standing.

13.32 CHANGES IN UNIT SIZE

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. HABC or the privately owned/managed site may use the results of the regular or interim reexamination to require the family to move to an appropriate size unit. See Chapter 10: Transfer Policy.

HABC or the privately owned/managed site shall grant exceptions from the occupancy standards if the family requests and HABC or the privately owned/managed site determines that the exceptions are justified according to this policy. See Chapter 6: Occupancy Standards.

HABC or the privately owned/managed site will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

HABC or the privately owned/managed site will consider the size and number of bedrooms when an exception is requested.

When a change in the circumstances in a resident family results in eligibility for another unit size, the family will be placed on the appropriate transfer waiting list.

13.33 CONTINUED ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.
If a mixed family does not qualify for continued assistance, the member(s) that caused the family to be ineligible for continued assistance may move, or the family may choose prorated assistance.

**13.34 APPLYING UTILITY ALLOWANCES AT REEXAMINATION**

Revised utility allowance schedules for residents who pay utilities directly to the utility company will be applied to a family’s rent calculations at the first regular reexamination after the allowance is adopted.
CHAPTER 14: LEASE TERMINATIONS

14.1 INTRODUCTION

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by HABC and the privately owned/managed sites. Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. When the family moves from their public housing unit, they lose their rental assistance. Families living in other federally assisted housing located in the privately owned/managed sites may lose their assistance, depending on the circumstances of their move-out. Therefore, there are additional safeguards to protect the family’s tenancy in federally assisted housing. Likewise, there are safeguards to protect HUD’s interest in the federally assisted housing programs. HABC and the privately owned/manages sites have the authority to terminate the lease because of the family’s failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by HABC and the privately owned/managed sites.

14.2 TERMINATION BY RESIDENT

The family may terminate the lease by providing HABC or the privately owned/managed site with 30 calendar days prior notice at any time, for any reason, as indicated in the lease. Such notice must be in writing and delivered to the property site office or HABC’s central office or the privately owned/managed site or sent by pre-paid first-class mail, properly addressed. The notice of lease termination must be signed by the head of household, spouse, or co-head. When a family must give less than 30 days’ notice due to circumstances beyond the family’s control, HABC or the privately owned/managed site, at its discretion, may waive the 30 day notice requirement.

14.3 MANDATORY TERMINATION

HUD requires mandatory termination of the lease for certain actions or inactions of the family. Conditions for mandatory termination include the reasons listed in sections 14.3.1 through 14.3.8 below.

14.3.1 Failure to Provide Consent

HABC or the privately owned/managed site will terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.
14.3.2 Failure to Document Citizenship

HABC or the privately owned/managed site will terminate the lease if:

- A family fails to submit required documentation within the required timeframe concerning any family member’s citizenship or immigration status;

- A family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or

- A family member, as determined by HABC or a privately owned/managed site, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. The mandatory termination does not apply to ineligible noncitizens listed on the lease resulting in proration of assistance.

14.3.3 Failure to Disclose and Document Social Security Numbers

HABC or the privately owned/managed site will terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

HABC or the privately owned/managed site will defer the family’s termination and provide the family with the opportunity to comply with the requirement for a period not to exceed 90 calendar days from the date HABC or the privately owned/managed site determined the family to be noncompliant for circumstances beyond the participant’s control. These may include, but are not limited to, delayed processing of the social security number application by the Social Security Administration, natural disaster, fire, death in the family, or other emergency.

14.3.4 Failure to Accept HABC’s Offer of a Lease Revision

HABC or the privately owned/managed site will terminate the lease if the family fails to accept HABC’s or the privately owned/managed site’s offer of a lease revision to an existing lease, provided HABC or the privately owned/managed site has done the following:

- The revision is on a form adopted by HABC or the privately owned/managed site pertaining to requirements for notice to residents and resident organizations and their opportunity to present comments;

- HABC or the privately owned/managed site has made a written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and
• HABC or the privately owned/managed site has specified in the offer a reasonable time limit within that period for acceptance by the family.

14.3.5 Methamphetamine Conviction

HABC or the privately owned/managed site will immediately terminate the lease if HABC or the privately owned/managed site determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

14.3.6 Lifetime Registered Sex Offenders

Should HABC or the privately owned/managed site discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, HABC or the privately owned/managed site will immediately terminate assistance for the household member.

In this situation, HABC or the privately owned/managed site will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, HABC or the privately owned/managed site will terminate assistance for the household.

14.3.7 Noncompliance with Community Service Requirements

HABC and the privately owned/managed sites are prohibited from renewing the lease at the end of the lease term when the family fails to comply with the community service requirements.

14.3.8 Death of a Sole Family Member

HABC or the privately owned/managed site will terminate assistance for a deceased single member household. HABC or the privately owned/managed site will list the end of participation date as the date on which the family or designee of the deceased resident’s estate returned the keys and signed a vacate notice; or the date the public housing lease was terminated; or the date HABC or the privately owned/managed site legally regained possession of the unit, whichever occurs first.

14.4 ADDITIONAL AUTHORIZED REASONS FOR TERMINATION

HABC or the privately owned/managed site has the discretion to terminate the lease when and if HABC or the privately owned/managed site determines that the resident, a member of the resident’s household or guest, or any other person under the resident’s control participates in any
of the following activities:

- Engaging in drug-related criminal activity on or off the premises;
- Illegally using a drug or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises;
- Abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (HABC will consider the use of alcohol to be a pattern if there is more than one incident during the previous 12 months);
- Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers;
- Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking (such incidents may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking);
- Fleeing to avoid, or harboring someone fleeing, prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or violating a condition of probation or parole imposed under federal or state law;
- Any member of the household, during their current public housing tenancy, becoming subject to a registration requirement under a state sex offender registration program;
- Discovery of facts after admission to the program that would have made the resident ineligible;
- Discovery of material false statements or fraud by the resident in connection with an application for assistance or with a reexamination of income;
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for HABC or for the privately owned/managed site to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size;
• Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by HABC or the privately owned/managed site that such a dwelling unit is available;

• Failure to transfer out of a wheelchair accessible unit after it has been determined that no one in the household needs the features of the wheelchair accessible unit upon appropriate notice by HABC or the privately owned/managed site that another dwelling unit is available;

• Failure to permit access to the unit by HABC or the privately owned/managed site after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists. A written statement specifying the purpose of HABC’s or the privately owned/managed site’s entry delivered to the unit at least 3 business days before such entry shall be considered reasonable advance notification;

• Failure to inform HABC or the privately owned/managed site of the birth, adoption or court-awarded custody of a child within 10 business days of the event;

• Failure to abide by the provisions of HABC’s pet policy or a privately owned/managed site’s pet policy;

• Repeated late payment of rent or other charges;

• If the family has breached the terms of a repayment agreement entered into with HABC or the privately owned/managed site;

• Violation of a federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises (inclusive of failure to appear and provide all required information during the re-examination unless the resident can show that failure to provide the information was due to circumstances beyond the resident’s control;

• Engaging in or threatening violent or abusive behavior toward HABC or the privately owned/managed site personnel (abusive or violent behavior includes verbal as well as physical abuse or violence; use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior; threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence);

• Resident caused damage;

• Failing to move out of a unit to allow the rehabilitation of the unit; and

• Failing to move out of a unit when the move is for health and safety reasons.
In addition, HABC or the privately owned/managed site may terminate the lease for other grounds that constitute serious or repeated violations of material terms of the lease or for other good cause. What constitutes serious or repeated lease violations, and other good cause, is based upon the content of HABC’s or the privately owned/managed site’s lease. In the development of the terms of the lease, HABC and the privately owned/managed sites will consider the requirements imposed by state and local landlord-tenant law, as well as HUD regulations, federal statutes, and MTW policies.

14.4.1 Family Absence from Unit

It is reasonable that the family may be absent from the public housing unit or the privately owned/managed unit for brief periods. Absence in this context means that no member of the family is residing in the unit. The family must supply any information or certification requested by HABC or the privately owned/managed site to verify that the family is living in the unit, or explaining the family absence from the unit, including any information or certification requested by HABC or the privately owned/managed site on the reasons for the family absences. The family must cooperate with HABC or the privately owned/managed site for this purpose.

If a family is absent from the federally subsidized unit for more than 30 consecutive calendar days, and the family does not adequately verify that they are living in the unit; HABC or the privately owned/managed site will terminate the lease.

If the family appears to have vacated the unit without giving proper notice, HABC or the privately owned/managed site will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit.

14.4.2 Over-Income Families

See policies on over-income families in the chapter on Reexamination and Continued Occupancy.

14.4.3 Failure to Make Payments at the Time and in the Amount Due Under the Lease

If HABC or the privately owned/managed site obtains 4 judgments against a resident for failure to pay rent in a preceding 12 month period, HABC or the privately owned/managed site may ask the Court, when filing the fifth failure to pay rent complaint for authorization to deny the resident the opportunity to keep occupancy of the unit, even if the resident pays the past due rent, and proceed with eviction. This process is known as Foreclosing the Right of Redemption. Prior to foreclosing a resident’s right to redemption, HABC or the privately owned/managed site will attempt to collect the rent due and owing through home visits, rent conferences, correspondence and offers of Tenant Readiness Training.
14.4.4 Procedural Non-Compliance

Three instances of procedural non-compliance may result in lease termination. A non-compliance violation occurs when the resident fails to observe a procedure or requirement of HABC or the privately owned/managed site, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.

14.5 RESTRICTIONS ON TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

For VAWA requirements and the policies pertaining to notification, documentation, and confidentiality, see chapters on Fair Housing and Equal Opportunity as well as on Transfer Policy in this ACOP.

14.5.1 VAWA Protections against Termination

VAWA provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Additional protections against termination can be found in the aforementioned chapters above.

14.5.2 Limits on VAWA Protections

While VAWA prohibits HABC and the privately owned/managed sites from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against a resident of federally subsidized housing who is the victim of the abuse, the protections it provides are not absolute. Specifically, VAWA does not limit the otherwise available authority of HABC or the privately owned/managed site to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking provided that HABC or the privately owned/managed site does not subject the victim to a more demanding standard than the standard to which it holds other residents.

HUD regulations authorize HABC or the privately owned/managed site to terminate the victim’s assistance when a victim poses an actual and imminent threat “only when there are no other actions that could be taken to reduce or eliminate the threat.”

14.5.3 Documentation of Abuse
See chapters on Fair Housing and Equal Opportunity and Transfers for VAWA policy in this ACOP.

14.6 ALTERNATIVES TO TERMINATION OF TENANCY

Upon consideration of alternatives to termination of tenancy and factors surrounding the violation, HABC or the privately owned/managed site may, on a case-by-case basis, choose not to terminate the lease subject to approval by HABC’s Deputy Chief of Operations or the person designated by a privately owned/managed site to give such approvals.

14.6.1 Exclusion of Culpable Household Member

As an alternative to termination of the lease for criminal activity or alcohol abuse, HABC or the privately owned/managed site may consider exclusion of the culpable household member as documented in a memorandum of understanding. Such an alternative can be used for any other reason where such a solution appears viable in accordance with the policies of HABC or the privately owned/managed site.

As a condition of the family’s continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member’s current address upon request by HABC or the privately owned/managed site.

14.6.2 Payment of Family Debts

If a family owes amounts to HABC or the privately owned/managed site, and there are no other lease violations, as a condition of continued occupancy, HABC or the privately owned/managed site may require the family to pay the full amount or to enter into a payment agreement. See Chapter 19: Program Integrity for additional policies on payment agreements.

14.7 CRITERIA FOR DECIDING TO TERMINATE TENANCY

14.7.1 Evidence

HUD permits HABC and the privately owned/managed sites to terminate the lease for criminal activity if a preponderance of the evidence indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

HABC and the privately owned/managed sites will use the preponderance of the evidence as the standard for making all termination decisions.
14.7.2 Consideration of Circumstances

HABC or the privately owned/managed site may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

HABC or the privately owned/managed site will consider the following factors before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

- The seriousness of the offending action, especially with respect to how it would affect other residents
- The extent of participation or culpability of the head of household, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking
- The effects that the eviction will have on other family members who were not involved in the action or failure to act
- The effect on the community of the termination, or of the failure by HABC or the privately owned/managed site to terminate the tenancy
- The effect of HABC’s or the privately owned/managed site’s decision on the integrity of the federally subsidized housing program
- The demand for housing by eligible families who will adhere to lease responsibilities
- The extent to which the head of household has shown personal responsibility and whether s/he has taken all reasonable steps to prevent or mitigate the offending action
- The length of time since the violation occurred, the family’s recent history, and the likelihood of favorable conduct in the future
- In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.

14.7.3 Consideration of Rehabilitation

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, HABC or the privately owned/managed site will consider whether such household member has successfully completed a supervised drug or alcohol rehabilitation program. For this purpose, HABC or the privately owned/managed site will require the resident
to submit evidence of the household member’s successful completion of a supervised drug or alcohol rehabilitation program.

14.7.4 Reasonable Accommodation

If the family includes a person with disabilities, HABC’s or the privately owned/managed site’s decision to terminate the family’s lease is subject to consideration of reasonable accommodation requests, if made by the family, in accordance with HABC’s reasonable accommodation policy and procedures, which are followed by the privately owned/managed sites, federal law and HUD regulations. If a family makes a reasonable accommodation request indicating that the behavior of a family member with a disability is the reason for a proposed lease termination, HABC’s Office of Fair Housing & Equal Opportunity may require documentation that the family member has a disability and will determine whether the behavior is related to the disability. If HABC’s Office of Fair Housing & Equal Opportunity determines that the family member has a disability and that the behavior is related to the disability, it may engage in the interactive process with the family to address the reasonable accommodation request. HABC’s Office of Fair Housing & Equal Opportunity may approve such reasonable accommodation requests if it is established that the behavior that is the basis of the proposed lease termination is being addressed such that the family is able to meet the requirements of tenancy going forward.

14.7.5 Nondiscrimination Limitation

HABC’s eviction actions must be consistent with fair housing and equal opportunity requirements of federal, state and local law and applicable HUD regulations.

14.8 NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

14.8.1 Conducting Criminal Records Checks

HUD authorizes HABC and the privately owned/managed sites to conduct criminal records checks on public housing residents for lease enforcement and eviction. HABC policy determines when HABC and the privately owned/managed sites will conduct such checks.

HABC or the privately owned/managed site will conduct criminal records checks when it has come to the attention of HABC or the privately owned/managed site, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records.
HABC and the privately owned/managed sites will not require the resident to pay the costs of a criminal records check.

14.8.2 Disclosure of Criminal Records to Family

If HABC or the privately owned/managed site uses the authority of 24 CFR 5.903 and 5.905 to obtain criminal record information, certain protections shall be afforded to the resident before any adverse action is taken. See Chapter 4: Eligibility for Admission for additional policy and procedural information on disclosure of criminal records to the family.

The family will be given 10 business days from the date of the notice, to dispute the accuracy and relevance of the information. If the family does not contact HABC or the privately owned/managed site to dispute the information within that 10 business day period, HABC or the privately owned/managed site will proceed with the termination action. Should the resident not exercise their right to dispute the information prior to any adverse action, the resident still has the right to dispute the information in the grievance hearing or at court trial.

14.8.3 Lease Termination Notice: Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident’s right to reply to the termination notice, and the resident’s right to examine the HABC or the privately owned/managed site documents directly relevant to the termination or eviction. If HABC or the privately owned/managed site does not make the documents available for examination upon request by the resident, HABC or the privately owned/managed site may not proceed with the eviction.

When HABC or the privately owned/managed site is required to offer the resident an opportunity for a grievance hearing, the notice will also inform the resident of their right to request a hearing in accordance with HABC’s or the privately owned/managed site’s grievance procedure. In these cases, the tenancy shall not terminate until the time for the resident to request a grievance hearing has expired or, if a grievance was requested, the grievance procedure has been completed.

When HABC or the privately owned/managed site is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens the health, safety or the right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the resident is not entitled to a grievance hearing on the termination. It will specify the judicial eviction procedure to be used by HABC or the privately owned/managed site for eviction of the resident, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice will also state whether the eviction is for a criminal activity that threatens the health, safety, or the right to peaceful enjoyment of the premises of other residents.
or employees of HABC or the privately owned/managed site, or for a drug-related criminal activity on or off the premises.

**14.8.4 Timing of the Notice**

HABC or the privately owned/managed site shall give written notice of lease termination of:

- 10 business days in the case of failure to pay rent, which shall run concurrent with any local laws, as set forth in the applicable HUD regulations
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)
  - If the health or safety of other residents, HABC or the privately owned/managed site employees, or persons residing in the immediate vicinity of the premises is threatened
  - If any member of the household has engaged in any drug-related criminal activity or violent criminal activity
  - If any member of the household has been convicted of a felony
  - If illegal drugs and/or weapons are seized in an HABC unit or a privately owned/managed site unit by any law enforcement officer; or
  - If any fire on the premises of an HABC or a privately owned/managed site is the result of the deliberate action or inaction of the resident, member of the resident’s household or a guest under the resident’s control.
- In any other case, 30 calendar days unless federal, state or local law provides for a different notice period.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

**14.8.5 Notice of Nonrenewal Due to Community Service Noncompliance**

When HABC finds that a family is in noncompliance with the community service requirement, the resident and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in the Chapter 17: Community Service.

**14.8.6 Notice of Termination Based on Citizenship Status**

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to advise the family of the reasons their assistance is being terminated and to advise the family of any of the following that apply: the family’s eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family’s right to request an appeal to the U.S. Citizen & Immigration Services (USCIS) of the results of secondary verification of immigration status and to submit additional
documentation or a written explanation in support of the appeal, and the family’s right to request an informal hearing with HABC either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see the Informal Hearing for Non-Citizens chapter in this ACOP for HABC’s informal hearing procedures.

14.8.7 Eviction Notice

HABC or the privately owned/managed site may only evict the resident from the unit by instituting a court action and obtaining a court order awarding possession to HABC or the privately owned/managed site.

HABC and the privately owned/managed sites shall not proceed with an eviction action if it has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of federal law and HUD regulations.

14.8.8 Notification to Post Office

When HABC or a privately owned/managed site evicts an individual or family for criminal activity, including drug-related criminal activity, HABC or the privately owned/managed site will notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.
CHAPTER 15: INFORMAL HEARINGS FOR APPLICANTS

15.1 INTRODUCTION

Applicants who are denied admission to the program, because they are determined to be ineligible or because HABC has no units in its inventory, which includes units in the privately owned/managed sites, to accommodate the size of the household, will be given written notification promptly, including the reason for the denial and offering them an opportunity for an informal hearing.

15.2 INFORMAL HEARING PROCESS

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial. An applicant is someone who has applied for admission to the public housing program, but is not yet a resident in an HABC unit or in a privately owned/managed unit occupied from an HABC public housing waiting list. Applicants are not entitled to the same hearing process afforded residents under the grievance procedures of HABC or the privately owned/managed sites.

15.2.1 Notice of Denial

HABC or the privately owned/managed site will give an applicant prompt notice of a decision denying eligibility for admission. The notice will contain a brief statement of the reasons for the decision and will also state that the applicant may request an informal hearing to dispute the decision. The notice will describe the process for requesting an informal hearing.

Before the applicant is denied based on information obtained from criminal or sex offender registration records, the applicant must be given the opportunity to dispute the information in those records which would be the basis of the denial. The applicant may request an administrative review within 10 business days of being notified that HABC or the privately owned/managed site intends to deny the applicant based on criminal or sex offender records. Applicants who request an administrative review and whose admission is denied may still request an informal hearing in accordance with the procedures set forth in section 15.2.2 of this chapter upon being notified of the denial.

15.2.2 Scheduling an Informal Hearing

Applicants must submit their request for an informal hearing in writing to HABC or the privately owned/managed site within 10 business days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, HABC or the privately owned/managed site will provide an informal hearing within 10 business days of receiving the request. HABC or the
privately owned/managed site will notify the applicant of the place, date, and time of the informal hearing.

15.2.3 Reasonable Accommodation Related to Informal Hearing Process

Applicants who have a disability and need a reasonable accommodation in order to participate in the informal hearing process may request a reasonable accommodation during any stage of the informal hearing process. HABC and the privately owned/managed sites will consider such requests for reasonable accommodations.

15.2.4 Conducting an Informal Hearing

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by HABC and/or the privately owned/managed site will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides.

15.2.5 Informal Hearing Decision

Within 10 business days of the date of the hearing, the hearing officer will mail a written decision explaining the reason(s) for the decision to the applicant, his or her representative (if any), and provide a copy of the decision to HABC’s Admissions and Leasing staff and, if applicable, to the privately owned/managed site to place in the applicant's file.

In rendering a decision, the hearing officer will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the notice.

- Whether the grounds for denial of admission are in accordance with HUD regulations and/or directives, HABC policy, the privately owned/managed site’s admissions criteria, if applicable, and/or applicable state and/or local laws. See Chapter 4: Eligibility for Admission for a detailed review of the grounds for applicant denial.

- Whether the facts presented support the grounds for denial of admission.

- In cases where the applicant makes a reasonable accommodation request to overturn the denial because of the person’s disability, whether the applicant has provided evidence
that he or she has a disability that was the reason for the behavior or activity that resulted in the denial and whether the applicant is taking steps to address the disability such that he or she will be able to comply with the requirements of tenancy and program rules.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the applicant fails to appear for their informal hearing, the denial of admission will stand and the applicant will be so notified.

**15.2.6 Retention of Documents**

See Chapter on Program Administration.
CHAPTER 16: INFORMAL HEARINGS: NON-CITIZENS

16.1 INFORMAL HEARINGS WITH REGARD TO NON-CITIZENS

HABC and the privately owned/managed sites will comply with HUD regulations and procedures with respect to applicants who are pending a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated while HABC’s hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

16.1.1 Notice of Denial or Termination of Assistance

The notice of denial or termination of assistance for non-citizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a resident, what the criteria and procedures for obtaining relief are under the provisions for preservation of families.
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with HABC or the privately owned/managed site either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

16.1.2 United States Citizenship and Immigration Services Appeal Process

When HABC or a privately owned/managed site receives notification that the USCIS secondary verification failed to confirm eligible immigration status, HABC or the privately owned/managed site will notify the family of the results of the USCIS verification. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must
provide HABC or the privately owned/managed site with a copy of the written request for appeal and proof of mailing.

HABC or the privately owned/managed site will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results. The family must provide HABC or the privately owned/managed site with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to HABC or the privately owned/managed site, of its decision. When the USCIS notifies HABC or the privately owned/managed site of the decision, HABC or the privately owned/managed site will notify the family of its right to request an informal hearing.

HABC or the privately owned/managed site will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family’s immigration status.

**16.1.3 Informal Hearing Procedures for Residents Who Are Non-citizens Pending a USCIS Appeal**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that HABC or the privately owned/managed site provide a hearing. The request for a hearing must be made either within 30 calendar days of receipt of HABC’s or the privately owned/managed site’s notice of termination, or within 30 calendar days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status are the same as for any grievance under the grievance procedures for resident families.

**16.1.4 Informal Hearing Procedures for Applicants**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that HABC or the privately owned/managed site provide a hearing. The request for a hearing must be made either within 30 calendar days of receipt of HABC’s or the privately owned/managed site’s notice of denial, or within 30 calendar days of receipt of the USCIS appeal decision.
The informal hearing procedures for applicant families are described below.

**Informal Hearing Officer**
HABC or the privately managed site will provide an informal hearing before an impartial individual, who may be an HABC employee or an employee of the privately owned/managed site, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

**Evidence**
The family must be provided the opportunity to examine and copy at the family’s expense, at a reasonable time in advance of the hearing, any documents in the possession of HABC or the privately owned/managed site pertaining to the family’s eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

The family will be allowed to copy any documents related to the hearing at their own cost. The family must request discovery of HABC documents or the privately owned/managed site documents no later than 12:00 p.m. two business days prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by HABC or the privately owned/managed site, and to confront and cross-examine all witnesses on whose testimony or information HABC or the privately owned/managed site relies.

**Representation and Interpretive Services**
The family is entitled to be represented by an attorney or other designee, at the family’s expense, and to have such person make statements on the family’s behalf.

The family is entitled to request an interpreter. HABC or the privately owned/managed site will provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

**Recording of the Hearing**
The family is entitled to have the hearing recorded by audiotape. HABC or the privately owned/managed site may, but is not required to, provide a transcript of the hearing. A transcript of an audio taped informal hearing will not be provided by HABC or the privately owned/managed site.

**Hearing Decision**
HABC or the privately owned/managed site will provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 10 working days of the date of the informal hearing. The notice must state the basis for the decision.
17.1 INTRODUCTION

A resident may submit a grievance to the Asset Manager for the property in which the resident resides. The grievance process consists of two steps; (1) the informal resolution process and the hearing process. The grievance process is described in the Resident Grievance Policy, which is attached to this ACOP at Appendix E.
CHAPTER 18: COMMUNITY SERVICE

18.1 OVERVIEW

Residents must comply with the community service and self-sufficiency requirement (CSSR), as required by law. 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. In administering community service requirements, HABC and the privately owned/managed sites will comply with all nondiscrimination and equal opportunity requirements.

18.2 EXEMPT RESIDENTS

An adult (meaning a person aged 18 or older) member of the household who qualifies as outlined below is considered to be exempt from the CSSR:

- Is 62 years of age or older;
- Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual; or
- Engaged in work activities (see section 1.3 below on Work Activities);

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify HABC or the privately owned/managed site in writing. HABC or the privately owned/managed site will review the request and notify the individual of its determination. HABC or the privately owned/managed site may require those individuals to provide documentation to support their claim.

HABC or the privately owned/managed site will make the final determination as to whether to grant an exemption from the community service requirement. If a resident does not agree with HABC’s or the privately owned/managed site’s determination, the resident may dispute the decision through HABC’s or the privately owned/managed site’s grievance procedures, whichever is applicable.

18.3 WORK ACTIVITIES

An individual may be exempt from the CSSR requirement because he/she is engaged in work activities. Thirty (30) hours is the minimum number of hours for a work activity to be eligible for the exemption.
The person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

a. Unsubsidized employment;

b. Subsidized private-sector employment;

c. Subsidized public-sector employment;

d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

e. On-the-job-training;

f. Job-search;

g. Community service programs;

h. Vocational educational training (not to exceed 12 months with respect to any individual);

i. Job-skills training directly related to employment;

j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;

l. Able to meet requirements under a state program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program in Maryland, including a state-administered Welfare-to-Work program; or;

m. A member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of Maryland, including a state-administered Welfare-to-Work program, and has not been found by the state or other administering entity to be in non-compliance with such a program.

18.4 BASIC COMMUNITY SERVICE & SELF-SUFFICIENCY REQUIREMENT

- Each non-exempt adult in a household must contribute and document 8 hours of community service per month or participate in an economic self-sufficiency program for
8 hours per month.

- The CSSRs may also be met by performing a combination of community service and participation in an economic self-sufficiency program.

- The CSSR activities 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 annually.

- CSSR activities must be performed within the City of Baltimore and not outside the jurisdictional area of HABC. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.

- Political activity is excluded.

- Work activity must not take the place of work performed by paid employees; however, residents may do community service on HABC or the privately owned/managed site property or with or through HABC or the privately owned/managed site programs to assist or enhance work done by an HABC or the privately owned/managed site employee.

- At lease execution and regular reexamination, each adult member (18 or older) of a federally assisted housing resident household must sign an acknowledgement that he/she has received and read the CSSR. Further the resident acknowledgement includes resident understanding that failure to comply with the CSSR will result in lease nonrenewal.

- Residents must provide notice to HABC or the privately owned/managed site of a change in exempt status, (see status definitions here)

18.5 OBLIGATIONS OF HABC AND THE PRIVATELY OWNED/MANAGED SITES

HABC or the privately owned/managed site will give each household a written description of the community service requirements, the process for claiming status as an exempt person, and the process for HABC or the privately owned/managed site to verify exempt status. To the greatest extent possible and practicable, HABC and its asset managers and the privately owned/managed sites and their property managers will:

- Provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their CSSR; and

- Provide referrals for volunteer work or self-sufficiency programs.

Additionally HABC and the privately owned/managed sites will:
• Provide the household with recording/certification documentation forms and a copy of the Community Service policy;

• Determine exempt or non-exempt status regarding community service and notify the household of the determination;

• Review family compliance with CSSRs and will verify such compliance at least 90 calendar days before the end of the lease term.

• Take appropriate action for failure to comply with the CSSR.

• Follow HUD guidance on self-certifications of completion of the CSSR.

18.6 COMMUNITY SERVICE

Community Service is volunteer work that benefits the property or the local neighborhood. Eligible community service activities include, but are not limited to:

• Serving at local public or nonprofit institutions, such as: schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

• Serving at non-profit organizations serving HABC residents or their children or the residents of the federally assisted units in the privately owned/managed sites and their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs or beautification programs;

• Serving at programs funded under the Older Americans Act, such as: Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

• Serving at public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;

• Serving at HABC properties or the privately owned/managed sites to improve grounds or provide gardens (so long as such work does not alter HABC’s or the privately owned/managed site’s insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with HABC or the privately owned/managed site-run self-sufficiency activities including supporting computer learning centers; and
• Providing care for the children of other residents so parents may volunteer.

18.7 SELF-SUFFICIENCY ACTIVITIES

For purposes of satisfying the CSSR, an economic self-sufficiency program is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted households or to provide work for such households. The self-sufficiency hours counted toward the monthly community service requirement will be the hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

Economic self-sufficiency programs include, but are not limited to:

• Job readiness or job training while not employed;

• Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;

• Higher education (junior college or college);

• Apprenticeships (formal or informal);

• Substance abuse or mental health counseling;

• Reading, financial and/or computer literacy classes;

• English as a second language and/or English proficiency classes; and

• Budgeting and credit counseling.

18.8 COMMUNITY & SELF-SUFFICIENCY REQUIREMENT PARTNERSHIPS

HABC or the privately owned/managed site may, through their Family Self-Sufficiency programs, coordinate Individual Training and Service Plans (ITSPs) with the CSSR. Specific CSSR activities may be included in the ITSPs to enhance a person’s progress toward self-sufficiency. Regular meetings with service coordinators may satisfy CSSR activities. Service coordinators may verify community service hours within individual monthly logs.

18.9 DOCUMENTATION AND VERIFICATION

If qualifying activities are administered by an organization other than HABC, a family member who is required to fulfill a service requirement must provide one of the following:
• A signed certification to HABC by such other organization that the family member has performed such qualifying activities; or

• A signed self-certification to HABC by the family member that he or she has performed such qualifying activities.

If a signed self-certification is used to verify CSSR requirements, the signed self-certification must include the following:

• A statement that the resident contributed at least 8 hours per month of community service not including political activities within the community in which the adult resides; or participated in an economic self-sufficiency program as set forth in section 1.7 (Self-Sufficiency Activities) above for at least 8 hours per month;

• The name, address, and a contact person at the community service provider; or the name, address, and contact person for the economic self-sufficiency program;

• The date(s) during which the resident completed the community service activity, or participated in the economic self-sufficiency program;

• A description of the activity completed; and

• A certification that the resident’s statement is true.

HABC and the privately owned/managed sites will follow HUD guidance on self-certifications of completion of the CSSR.

If anyone in the household is subject to the community service requirement, HABC or the privately owned/managed site will provide the household with community service documentation forms.

At lease execution and at least 90 calendar days prior to the lease anniversary date, each adult member (18 or older) of a federally assisted housing resident household must sign an acknowledgement that he/she has received and read the CSSR. Further the resident acknowledgement includes a statement that the resident understands that failure to comply with the CSSR will result in nonrenewal of the lease.

At lease execution and at least 90 calendar days prior to the lease anniversary date each exempt adult member must provide documentation that they are exempt from the CSSR.

If HABC or the privately owned/managed site has reasonable cause to believe that the certification provided by the household is false or fraudulent, HABC or the privately owned/managed site has the right to request additional documentation to verify CSSR participation.
HABC or the privately owned/managed site will retain reasonable documentation of service requirement performance or exemption in participant files.

**18.10 CHANGE IN STATUS BETWEEN ANNUAL DETERMINATIONS**

**Exempt to Non-Exempt Status**
If an exempt individual becomes non-exempt during the twelve month lease term, it is the household’s responsibility to report this change to HABC or the privately owned/managed site within 10 business days.

After reporting such a change, or HABC or the privately owned/managed site determining such a change is necessary, HABC or the privately owned/managed site will provide written notice of the effective date of the CSSR requirement, a list of agencies in the community that provide volunteer and/or training opportunities or other activities that qualify, as well as a documentation form on which the household member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the following month.

**Non-Exempt to Exempt Status**
If a non-exempt person becomes exempt during the twelve month lease term, it is the household’s responsibility to report this change to HABC or the privately owned/managed site within 10 business days. Any claim of exemption will be verified by HABC or the privately owned/managed site.

After reporting such a change, or HABC or the privately owned/managed site determining such a change is necessary, HABC or the privately owned/managed site will provide the household written notice that the household member is no longer subject to the community service requirement.

The exemption will be effective immediately.

**18.11 NOTICE OF NON-COMPLIANCE OF A NON-EXEMPT HOUSEHOLD MEMBER**

In the event a resident does not provide documentation of the CSSR, the resident will have 10 business days to submit to HABC or the privately owned/managed site required documentation form(s). If the resident fails to submit the documentation within the required time frame or within any HABC or the privately owned/managed site approved extension, the resident will be considered non-compliant with the CSSR and a notice of non-compliance will be issued. The notice of non-compliance will include:

- A brief description of the finding of non-compliance with the CSSR.
A statement that HABC or the privately owned/managed site will not renew the lease at the end of the current 12-month lease term unless the resident enters into a written cure agreement with HABC or the privately owned/managed site or the household provides written assurance that is satisfactory to HABC or the privately owned/managed site explaining that the non-compliant resident no longer resides in the unit.

18.12 ENFORCEMENT DOCUMENTATION

If a resident is non-compliant with the CSSR, HABC or the privately owned/managed site will not renew the lease at the end of the term unless the resident agrees to enter into a cure agreement or the household provides a written declaration that the non-compliant household member no longer resides in the unit.

The cure agreement includes the means through which a non-compliant household member will comply with the CSSR requirement. The household will have 10 business days from the date of the notice of non-compliance to enter into a cure agreement to cure the non-compliance over the course of the upcoming lease term. If after the cure period, the household member is still not compliant with the CSSR, HABC or the privately owned/managed site shall terminate tenancy of the entire household, in accordance with the lease, unless the household provides documentation that the non-compliant household member no longer resides in the unit.

If the household reports that a noncompliant household member is no longer residing in the unit, the household must provide documentation that the household member has actually vacated the unit before HABC or the privately owned/managed site will agree to continued occupancy of the household. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the household member that previously resided with them.

If the household does not request a grievance hearing, or does not take corrective action required by the notice of noncompliance within the required 10 business day timeframe, HABC or the privately owned/managed site will terminate tenancy in accordance with the lease termination policy found in this ACOP.

18.13 IMPLEMENTATION OF COMMUNITY SERVICE

HABC and the privately owned/managed sites will not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by HABC or the privately owned/managed site employees, or replace a job at any location where residents perform activities to satisfy the service requirement.
CHAPTER 19: RECORD KEEPING

19.1 INTRODUCTION

The policies that are discussed in the sections of this chapter below are:

- Record Keeping

- Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level

19.2 RECORD KEEPING

HABC will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, HABC and the privately owned/managed sites will ensure that all applicant and resident files are maintained in a way that protects the residents’ privacy rights.

19.2.1 Record Retention

HABC and the privately owned/managed sites will keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least seven years from the end of participation (EOP) date.

During the term of each public housing tenancy, and for at least seven years thereafter, HABC will keep all documents related to a family’s eligibility, tenancy, and termination. In addition, HABC will keep the following records for at least seven years:

- The application files of the families who have been determined to be ineligible or who have been withdrawn (the 7 years will be calculated based on the date of the ineligibility determination or withdrawal);

- Lead-based paint records;

- Documentation supporting the establishment of flat rents and the public housing maximum rent for mixed families;

- Documentation supporting the establishment of utility allowances and excess consumption charges;
• Accounts and other records supporting HABC budget and financial statements for the program;

• Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 or the equal access final rule; and

• Other records as determined by HABC or as required by HUD.

With the exception of lead-based paint records, which must be retained for seven years, privately owned/managed sites may establish their own record keeping policy consistent with HUD regulations and guidance.

19.2.2 Record Retention – Citizenship Status

HABC and the privately owned/managed sites will retain for a minimum of five years the following documents that may have been submitted to HABC or the privately owned/managed site by the family, or provided to HABC or the privately owned/managed site as part of the USCIS appeal or HABC’s informal hearing process:

• The application for assistance

• The form completed by the family for income reexamination

• Photocopies of any original documents, including original USCIS documents

• The signed verification consent form

• The USCIS verification results

• The request for a USCIS appeal

• The final USCIS determination

• The request for an informal hearing

• The final informal hearing decision

19.2.3 Records Management

HABC and the privately owned/managed sites will maintain applicant and resident files and information in accordance with HUD’s regulations and guidance.
All applicant and participant information will be kept in a secure location and access will be limited to authorized HABC and, as applicable, privately owned/managed site staff.

HABC and the privately owned/managed site staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

19.2.4 Privacy Act Requirements

The collection, maintenance, use, and dissemination of Social Security numbers, employer identification numbers, any information derived from these numbers, and income information of applicants and residents must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of federal, state, and local law.

Applicants and residents, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected in the form may be used, and under what conditions HUD, HABC or the privately owned/managed sites may release the information collected.

19.2.5 Upfront Income Verification (UIV) Records

HABC and the privately owned/managed sites access UIV data through HUD’s Enterprise Income Verification (EIV) system and have adopted and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper).

19.2.6 Criminal Records

HABC and the privately owned/managed sites may only disclose the criminal conviction records which HABC or the privately owned/managed sites receive from a law enforcement agency to officers or employees of HABC and the privately owned/managed sites, or to authorized representatives of HABC or the privately owned/managed sites who have a job-related need to have access to the information.

Any criminal record received by HABC or a privately owned/managed site from a law enforcement agency will be maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to an action by HABC or the privately owned/managed site without institution of a challenge or final disposition of any such litigation.

Any sex offender registration information received by HABC or a privately owned/managed site from a state or local agency will be maintained confidentially, not misused or improperly
disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to an action by HABC or the privately owned/managed site without institution of a challenge or final disposition of any such litigation.

A record of criminal background and sex offender registration requirement screening, including the type of screening and the date performed, shall be retained.

19.2.7 Medical/Disability Records

HABC and the privately owned/managed sites will not inquire about the nature or extent of a person’s disability. HABC and the privately owned/managed sites will not inquire about a person’s diagnosis or details of treatment for a disability or medical condition. If HABC or a privately owned/managed site receives a verification document that provides such information, HABC or the privately owned/managed site will not place this information in the resident file. HABC or the privately owned/managed sites will destroy the document or redact the confidential medical information.

19.2.8 Domestic Violence, Dating Violence, Sexual Assault, or Stalking Records

For requirements and HABC policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see Confidentiality Requirements contained in this ACOP.

19.3 REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

HABC and the privately owned/managed sites shall report the name and address of a child living in federally assisted housing, who is identified as having an elevated blood lead level to the public health department after being so notified by any other medical health care professional. HABC and the privately owned/managed sites will also report each known case of a child with an elevated blood lead level to the HUD field office.
CHAPTER 20: PROGRAM INTEGRITY

20.1 INTRODUCTION

This chapter outlines HABC's policies for the prevention, detection and investigation of program abuse and resident fraud, which the privately owned/managed sites are required to follow. Additionally, this chapter describes HABC's policies for the recovery of monies that have been underpaid by families as well as remedies for errors or program abuse caused by HABC or the privately owned/managed sites.

20.2 DETECTING ERRORS AND PROGRAM ABUSE

HABC and the privately owned/managed sites may use a variety of activities to detect errors and program abuse including but not limited to:

- **Quality Control and Analysis of Data**: HABC and the privately owned/managed sites may employ a variety of methods including the use of EIV and other non-HUD sources of up-front income verification and file reviews.

- **Independent Audits and HUD Monitoring**: HABC and the privately owned/managed sites will use the results reported in any independent audits or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the error detection and abuse prevention efforts employed by HABC and the privately owned/managed sites.

- **Individual Reporting of Possible Errors and Program Abuse**: HABC and the privately owned/managed sites will encourage staff, residents, and the public to report possible program abuse.

- **Public Records**: Public records may be reviewed.

- **State Wage Data Record Keepers**: Pursuant to federal and state laws, inquiries may be made annually in order to detect unreported wages or unemployment compensation benefits.

- **Credit Bureau Inquiries**: Credit bureau inquiries are made routinely to verify applicant information as part of the applicant screening process.

20.3 INVESTIGATING ERRORS AND PROGRAM ABUSE

HABC and the privately owned/managed sites will review referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. HABC and the privately owned/managed sites may
investigate when inconsistent or contradictory information is detected through file reviews and the verification process.

20.3.1 Consent to Release of Information

HABC and the privately owned/managed sites may investigate possible instances of error or abuse pertaining to their applicants and residents. HABC and the privately owned/managed sites will use available records in conducting their investigations. If necessary, HABC and the privately owned/managed sites will require families to sign consent forms for the release of additional information.

20.3.2 Analysis and Findings

HABC and the privately owned/managed sites will base their evaluations on a preponderance of the evidence (see glossary) collected during their investigations.

For each investigation HABC or the privately owned/managed site will determine:

- Whether an error or program abuse has occurred;
- Whether any amount of money is owed to HABC or the privately owned/managed site;
- What corrective measures or penalties will be assessed, if any; and
- Whether the matter should be referred to HABC’s Internal Audits and Investigation Unit.

20.4 DOCUMENTS, EVIDENCE AND STATEMENTS

Documents and other evidence obtained by HABC and the privately owned/managed sites during the course of an investigation will be considered confidential and will either be kept in the resident file, or in a separate work file. Cases under review will not be discussed among staff unless they are involved in the investigation or have information which may assist in the investigation.

20.5 CONSIDERATIONS FOR IMPOSING PENALTIES FOR FAMILY CAUSED VIOLATIONS

Whether HABC or the privately owned/managed site will enforce other corrective actions and penalties identified in sections 20.7 through 20.9 of this chapter depends upon the nature of the error or program abuse.
In the case of family-caused errors or program abuse, HABC will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members;
- Any special circumstances surrounding the case;
- Any mitigating circumstances related to the disability of a family member; and
- The effects of a particular remedy on family members who were not involved in the offense.

20.6 NOTICE AND APPEALS

HABC and the privately owned/managed sites will inform the relevant party in writing of its findings and remedies after the conclusion of the investigation.

The notice will include:

- A description of the error or program abuse;
- The basis on which HABC or the privately owned/managed site determined the error or program abuses;
- The remedies to be employed; and
- The family’s right to appeal the results through an informal hearing or grievance hearing, if applicable.

20.7 DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS

In all cases of misrepresentations involving efforts to recover monies owed, HABC or the privately owned/managed site may pursue one or more of the following actions:

**Criminal Prosecution**

When HABC or the privately owned/managed site determines that program abuse by a family has occurred and the amount of the violation meets or exceeds the threshold for prosecution under local or state law, HABC or the privately owned/managed site will refer the matter to the appropriate entity for prosecution. When the amount of the violation meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

**Administrative Remedies**

HABC or the privately owned/managed site may:
• Terminate tenancy and demand payment of restitution in full.
• Terminate tenancy and execute an administrative payment agreement.
• Terminate tenancy and pursue restitution through civil litigation.
• Continue assistance at the correct rent upon payment of restitution in full.
• Permit continued occupancy at the correct rent and execute an administrative payment agreement.

20.8 FAMILY DEBT

HABC or the privately owned/managed site will have appropriate documentation supporting that a debt is owed by the family. The written documentation will include the method of calculation, in a clear format, for review by the family.

When families owe money to HABC or to a privately owned/managed site, HABC or the privately owned/managed site will make reasonable efforts to collect it. HABC or the privately owned/managed site will use a variety of collection tools to recover debts including, but not limited to:

• Requests for lump sum payments
• Civil suits
• Payment agreements
• Collection agencies
• Credit bureaus

20.9 PAYMENT AGREEMENT FOR FAMILIES

A “Payment Agreement,” as used in this ACOP, is a document entered into between HABC or a privately owned/managed site and the head of household, spouse/co-head, if any, who owes a debt to HABC or the privately owned/managed site in connection with the tenancy. The payment agreement contains details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to HABC or the privately owned/managed site upon default of the agreement. Any payment agreement between HABC or a privately owned/managed site and a family must be signed and dated by HABC or the privately owned/managed site and by the head of household and spouse/co-head (if applicable).

The maximum amount for which HABC and the privately owned/managed sites will enter into a
payment agreement with a family is $2,500.00, except as provided below.

The maximum length of time HABC and the privately owned/managed sites will enter into a payment agreement with a family is 18 months. All payments are due by the close of business on the 1st day of the month. If the 1st does not fall on a business day, the due date is the close of business on the first business day after the 1st.

20.9.1 Guidelines for Payment Agreements

Payment agreements will be executed between HABC or the privately owned/managed site and the head of household and co-head/spouse, if any. The monthly payment agreement amount and the monthly rent amount together may not exceed 40% of the family’s monthly adjusted income. If a family underreported or failed to report income and a payment agreement is executed, the following provisions will be included:

- A reference to the items in the public housing lease that state the family’s obligation to provide true and complete information at every reexamination and the grounds on which HABC or the privately owned/managed site may terminate assistance because of a family’s action or failure to act;

- A statement clarifying that each month the family not only must pay to HABC or the privately owned/managed site the monthly payment amount specified in the agreement but must also pay to HABC or the privately owned/managed site the monthly tenant rent;

- A statement that the terms of the payment agreement may be renegotiated if the family’s income decreases or increases; and

- A statement that late or missed payments constitute default of the payment agreement and may result in termination of tenancy.

Monthly payments may be decreased in cases of financial hardship. Families must make a written request for a hardship consideration, which must include supporting documentation of the financial hardship. HABC or the privately owned/managed site will verify the financial hardship and provide a written response on the decision regarding the hardship request.

Payment agreements will follow the schedule below.

<table>
<thead>
<tr>
<th>Initial Payment Due: (% of Total)</th>
<th>Amount Owed</th>
<th>Maximum Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>0 - $500</td>
<td>6 months</td>
</tr>
<tr>
<td>25%</td>
<td>$501 - $1,000</td>
<td>10 months</td>
</tr>
<tr>
<td>50%</td>
<td>$1,001 - $2,500</td>
<td>18 months</td>
</tr>
</tbody>
</table>
20.9.2 Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due, and prior approval for the missed payment has not been given by HABC or the privately owned/managed site. If the due date is on a weekend or a holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, HABC or the privately owned/managed site will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date set forth in the delinquency notice, it will be considered a breach of the agreement and HABC or the privately owned/managed site may terminate tenancy in accordance with the termination policies. HABC or the privately owned/managed site may also require the family to pay the balance in full and/or pursue civil collection of the balance due, in addition to termination of tenancy.

20.9.3 No Offer of Payment Agreement

The circumstances in which HABC or the privately owned/managed site will not enter into a payment agreement are, as follows:

- If the family already has a payment agreement in place; or
- If HABC or the privately owned/managed site determines that the debt is so large that it would take more than 18 months to repay.

20.9.4 Additional Monies Owed

If the family has a payment agreement in place and incurs an additional debt to HABC or the privately owned/managed site, the payment agreement may be amended so that the additional amounts owed by the family will be added to the existing payment agreement as long as the payments can be completed within 18 months of the date of the original agreement and do not exceed 40% of the family’s adjusted monthly income.

20.9.5 Transfers and Payment Agreements

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be permitted to move. Exceptions for families who are in arrears will be considered on a case by case basis and make take into account situations including but not limited to emergencies, reasonable accommodations and occupancy standards.
20.10 ERRORS OR PROGRAM ABUSE CAUSED BY HABC OR PRIVATELY OWNED/MANAGED SITE STAFF

This section specifically addresses actions of an HABC staff member or a privately owned/managed site staff member that are considered errors or program abuse related to a federal housing program. Additional standards of conduct may be provided in the HABC personnel policy or in the personnel policies of the privately owned/managed site.

20.10.1 HABC or Privately Owned/Managed Staff Caused Errors

HABC or privately owned/managed staff-caused incorrect rental determinations include: failing to correctly apply federal housing rules regarding family composition, income, assets, and expenses; errors in calculation.

20.10.2 Program Abuse by Staff

Any of the following will be considered evidence of program abuse by HABC or privately owned/managed site staff:

- Failing to comply with federal housing program requirements for personal gain;
- Failing to comply with federal housing program requirements as a result of a conflict of interest relationship with any applicant or resident;
- Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to HABC or the privately owned managed site;
- Disclosing confidential or proprietary information to outside parties;
- Gaining profit as a result of insider knowledge of activities, policies, or practices of HABC or the privately owned/managed site;
- Misappropriating or misusing federal housing funds;
- Destroying, concealing, removing, or inappropriately using any records related to the federal housing program; or
- Committing any other corrupt or criminal act in connection with any federal housing program.

20.10.3 Payment to HABC or the Privately Owned/Managed Sites
The family is not required to pay an underpayment of rent if the error or program abuse is caused by HABC staff or staff of a privately owned/managed site.

20.10.4 Family Overpayment

HABC or the privately owned/managed site will credit a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse. If the family is no longer a resident of HABC or privately owned/managed housing, HABC or the privately owned/managed site will reimburse the family.
CHAPTER 21: RENTAL ASSISTANCE DEMONSTRATION (RAD) POLICY

21.1 INTRODUCTION

HABC is converting certain public housing developments under RAD (RAD Sites), which after conversion will be assisted by project based rental assistance subsidies. This chapter sets forth the policies applicable to these RAD Sites.

The owners and managers of the RAD Sites will operate them in accordance with RAD requirements and the agreements that establish criteria for tenant selection and continued occupancy at the sites, which are the Long Term Affordable (LTA) Criteria, attached at Appendix F.

21.2 RELOCATION PLANNING

Should residents require relocation as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, HABC requires the owners of the RAD Sites to undertake a planning process in conformance with the Uniform Relocation Act (URA) in order to minimize the adverse impact of relocation.

21.3 SCREENING

Existing residents shall not be rescreened at conversion. However, the owners/managers of the RAD Sites may verify the existing residents’ income and household composition to determine if they meet the Low Income Housing Tax Credit requirements.

Current public housing residents or residents from other RAD Sites referred to the RAD Site who: (i) are in good standing, (ii) meet the income-eligibility requirements for the RAD Site, and (iii) are approved for a reasonable accommodation or immediate needs transfer to a RAD Site shall not be rescreened.

Applicants from the HABC public housing waiting list referred to a RAD Site may be screened by the RAD Sites in accordance with the LTA Criteria.

21.4 WAITING LIST

Owner and managers of RAD Sites are prohibited from establishing any site-based waiting list for the RAD Sites. Applicants for units in the RAD Sites shall be referred by HABC from HABC's public housing applicant and reasonable accommodation transfer waiting lists for leasing available units in the RAD Sites.
21.5 RENT

Rent will be determined by the RAD owners and managers in accordance with the LTA Criteria. The owners/managers of the RAD Sites will conduct initial income verifications, annual re-examinations of income and interim certifications, as well as income verifications upon turnover.

21.6 TRANSFERS

RAD owners and managers will process transfers in accordance with the LTA Criteria unless superseded by federal or state law.

21.7 PET POLICY

The RAD owners and managers shall follow the pet policy set forth in the LTA Criteria.

21.8 LEASE REQUIREMENTS

The RAD owners and managers shall follow the lease requirements set forth in the LTA Criteria.

21.9 REASONABLE ACCOMMODATION

The RAD owners and managers shall follow the reasonable accommodation policy set forth in the LTA Criteria.

21.10 AVAILABILITY OF DOCUMENTS

The RAD owners and managers shall follow the policy regarding the availability of documents set forth in the LTA Criteria.

21.11 RESIDENT PARTICIPATION

The RAD owners and managers shall follow the policy regarding resident participation set forth in the LTA Criteria.

21.12 RAD LONG TERM AFFORDABLE RESIDENT GRIEVANCE POLICY AND APPEALS PROCEDURE

The RAD owners and managers shall follow the grievance policy and appeals procedure set forth in the LTA Criteria.
21.13 COMPLIANCE WITH APPLICABLE LAWS

The policies governing the RAD Sites shall not violate state or federal law. In the event that the LTA Criteria are deemed to be in violation of either state or federal law, or both, and in the event that a waiver of any such law cannot be obtained, they shall be amended to ensure that said violations are cured and that the LTA Criteria remain in compliance with applicable law.
CHAPTER 22: SCATTERED SITE HOMEOWNERSHIP PLAN

22.1 INTRODUCTION AND SUMMARY

This section describes HABC’s Scattered Site Homeownership Plan under the Moving to Work Demonstration Agreement (MTW).

The following outlines who will be eligible to purchase homes, which properties will be eligible, the structure of the purchase financing, and how HABC administers the program.

22.2 ELIGIBLE PURCHASERS

22.2.1 Priority of Eligible Buyers

Eligible buyers are, in order of priority: (1) residents of scattered sites public housing units; (2) residents of public housing developments; and (3) Housing Choice Voucher Program (HCVP) (also known as Section 8) participants.

22.2.2 Prohibition Against Resident Displacement

Residents of scattered site properties will not be displaced to create a homeownership opportunity for another family.

22.2.3 Principal Residence Requirement

Each eligible buyer must use the dwelling unit purchased as the principal residence of his or her family. This restriction will be included in mortgage loan documents, closing cost grant assistance agreements, the deed, and any other appropriate legal documents associated with the sale of the property. Furthermore, if a family discontinues use of the property as its principal residence and sells or rents the unit, recapture provisions of HABC’s investment in the rehabilitation of the property, soft second mortgage assistance, appreciation, and/or settlement assistance will be triggered.

22.2.4 Financial Capacity Requirement

HABC’s public housing homeownership program incorporates the following requirements and guidelines:

- **Income Eligibility** will be determined through a combined analysis of gross income, current debt, and obligations. All participant families must have an income level at or
below 80% of the AMI established for the Baltimore Metropolitan Area. A family must meet a minimum income requirement such that they can qualify for a mortgage for 50% of the appraised value of the house. The analysis of income and debt will determine how much of a mortgage the family can afford. Participating families will be expected to obtain first mortgage financing to the fullest extent possible prior to determining the level of assistance they may receive from HABC in the form of a soft second mortgage.

• **Affordability** – During the initial screening process, HABC’s Homeownership Coordinator will compute the family’s income debt ratio based upon standards in traditional lending products. The analysis of income and debt will determine how much of a mortgage the family can afford. A family must qualify for a mortgage of at least 50% of the appraised value of the house in order to purchase that house.

• **Down Payment Requirement** – Purchasers in HABC’s homeownership program will be required to invest a minimum of one percent (1%) of the purchase price of their homes or $1,000, whichever is greater. The purchasing family must use its own resources other than grants, gifts, credit cards, loans, and contributions, or similar amounts to invest an amount of the down payment that is not less than one percent of the purchase price of their home or $1000, whichever is greater. This investment must be documented and verified at the time of settlement. One eligible source of funds for meeting this down payment requirement will be the funds contributed by the family into escrow accounts due to the family’s participation in HABC’s Family Self-Sufficiency Program.

HABC’s Homeownership Coordinator will inform families about available homeownership incentive programs in the city and state. Such financial assistance will be made available to eligible purchasers in HABC’s homeownership program for amounts of the down payment in excess of one percent of the purchase price or $1000, whichever is greater.

• **Participation in a Homeownership Counseling Program**: Participants in HABC’s homeownership program will be required to obtain a certification that they completed an HABC-approved homeownership counseling program prior to settlement. A list of HABC-approved homeownership counseling agencies and the required counseling topics will be available to participants. Participants in HABC’s homeownership program will also be required to participate in post-purchase counseling. HABC will provide a list of appropriate counseling agencies to participants.

**22.2.5 Other Requirements**

Participants must be residents in good standing at the time of the application and remain in good standing through the settlement of the property. Good standing is defined as follows:

• The participant is in compliance with the current lease;
• The participant is not currently under investigation for possible lease violations;

• There is no HABC initiated breach of lease action against the participant;

• The participant’s rent payments are current (including utilities and other charges);

• The participant must have a record of timely rental payments (no more than 4 late rental payments within a 12 month period) (for participants in the HCVP, the current landlord must provide the participant’s payment history);

• The participant has not been evicted from public or private housing within the last 3 years;

• The participant was not terminated from the HCVP for program non-compliance;

• The participant must successfully pass a home inspection (no housekeeping violations);

• The participant must successfully pass a credit and criminal background check; and

• There is no evidence of a recurring breach of lease resulting in judgment in favor of HABC or any other landlord within the past 24 months.

22.2.6 Participants Who Have a Family Member with a Disability

If a participant or any family member who will reside in the purchased home has a disability and requires accessible features, the following reasonable accommodations and special assistance will be provided:

• The family will be provided information and application assistance for the Maryland State Disability Mortgage Program which has liberal underwriting criteria and may offer a lower than market interest rate.

• The family will be given information about applying for a Direct Homeownership Assistance grant for closing cost or down payment assistance (beyond the down payment required from the buyer’s own funds), as long as program funds are available.

• Processing of a reasonable accommodation request for accessible features.

22.2.7 Selection Criteria and Methodology

The following guidelines, procedures, and principles will be applied to the Program:
• The selection process will follow priority tiers set forth in Section 21.2.1 (Priority of Eligible Buyers).

• The length of residency in public housing may be considered during the selection process.

• Families displaced by government action may receive a higher priority for program participation than families not affected by such displacement.

• Families, who are initially not considered eligible, will be referred to credit counseling, homeownership counseling, Family Self-Sufficiency programs, and other resources that may help the family become eligible over time.

• Eligible families must meet all of the program requirements of the Scattered Site Homeownership program.

22.3 ELIGIBLE PROPERTIES

Only HABC owned scattered site properties are eligible for purchase under this program.

22.3.1 Property Feasibility

The determination as to which properties are eligible for homeownership will be made solely by HABC based on its assessment of the community and the agency’s best interests.

The general scope of repairs and renovations for properties in the homeownership program will consist of updating or upgrading heating, plumbing, electrical systems, windows, appliances, cabinetry, and roofs. Replacement of flooring, walls, lights, and fixtures may also be included. HABC will guarantee the useful life of the heating system and the roof for a ten-year period.

A limit of $50,000, with adjustments allowed for larger units, was established for repairs, and renovation. The $50,000 limit may be extended due to renovations related to accessibility accommodations for families with disabilities or the rehabilitation of properties within historic districts.

If a candidate family states a preference to buy its current residence, HABC will evaluate the feasibility of satisfying that preference. The property must meet the rehabilitation cost limit test. If the rehabilitation exceeds the cost limit or the family is unable to afford the unit, the family will be offered choices among HABC’s vacant house inventory for which rehabilitation is completed or well underway.

22.3.2 Home Inspections and Code Requirements
HABC’s properties rehabilitated for homeownership purposes will meet all of the relevant housing and building code requirements of state and local law. The home buying family will be required to obtain an independent home inspection for their own information. A list of licensed and qualified home inspectors may be obtained from the Maryland Department of Labor Licensing and Regulation. The cost of the home inspections will be credited toward the buyer’s minimum cash contribution.

22.3.3 Property Appraisals and Sales Price

HABC will contract for an independent appraisal of a property to establish a sales price, and thus determine the feasibility of purchase by a participant. The appraisals will establish the after-rehab value of the property, based upon a scope of work for planned rehabilitation. The potential purchaser must be able to qualify for a first mortgage based on one-half of the appraised value of the property.

22.4 FINANCING

22.4.1 First Mortgage Financing

The participant is responsible for obtaining first mortgage financing. HABC will strongly urge that a participant secure a mortgage loan from a Fannie Mae or Freddie Mac approved lending institution. If a participant chooses to use a mortgage broker, the mortgage broker must adhere to HABC written policy.

Lenders must provide a good faith estimate to the participant that includes:

- Any points, fees, or other charges;
- Any mortgage insurance fees; and
- Any monthly escrow amounts required for property taxes and homeowner's insurance.

More specifically, lenders must not charge in excess of three (3) points -- one (1) point for the origination fee and two (2) points for the mortgage interest rate discount. Lenders must charge only the actual fee incurred by the lender for obtaining the credit report and appraisal and any other documents and services required as part of the mortgage transaction. Lenders must adhere to the disclosure requirements set forth in applicable federal law and regulations. No lender will be given favored treatment by HABC.

Mortgage products funded by the State of Maryland and administered through the City Office of Homeownership may be available to participants. These programs include the Maryland Tenant Conversion Mortgage Program, which is designed to aid residents desiring to purchase their current residences, and the Maryland Disability Mortgage Program.
Each assistance program may have its own provisions for recapture or repayment if the property is sold or rented.

### 22.4.2 Ineligible First Mortgage Finance Products

HABC will not sell a property to a participant who obtains financing as a result of the following mortgage products:

- No documentation loan
- Interest only loan
- Conventional 80/20 loan
- Adjustable rate loan
- Balloon payment loans

Any loans for which prepayment penalties or fees are applicable, or will be assessed, are not eligible for use with HABC homeownership programs.

### 22.4.3 Soft Second Mortgages

A soft second mortgage is a non-cash, non-interest bearing loan that will not be paid back unless the property is refinanced with cash out or sold. HABC is prepared to offer non-cash second mortgages up to 50% of the after-rehab appraised value of the property to be sold for homeownership, as long as HABC funding is available to support such mortgages. HABC’s provision of mortgage assistance through soft second mortgages is made after participating families have obtained a first mortgage commitment to the fullest extent that their incomes allow. If the participating family can afford a first mortgage for the full appraised value of the property, no soft second mortgage will be provided.

HABC’s investment in the soft second mortgage assistance to home buying families will be protected by the title restriction enforcing recapture requirements if the property is resold.

### 22.4.4 Recapture Provisions and Deed Restrictions

If a property acquired through HABC’s scattered sites homeownership program is resold, refinanced with a cash-out or leased, the following recapture provisions will take effect. During the first five years of homeownership, HABC will be entitled to full reimbursement of the amount of the non-cash second mortgage; and 50% of the appreciation of the property. After the fifth anniversary of the sales date, if the property is resold, HABC will recapture decreasing
percentages of the non-cash second mortgage and appreciation. The formula for recapturing HABC’s investment in the second mortgage would be as follows:

- **Year 1 through Year 5:** 100% recapture of the second mortgage amount and 50% of the appreciation
- **Year 6 and Year 7:** 40% recapture of second mortgage amount and 40% of the appreciation
- **Year 8 and Year 9:** 30% recapture of second mortgage amount and 30% of the appreciation
- **Year 10:** 20% recapture of the second mortgage amount and 20% of the appreciation
- **Beyond Year 10:** 0%, second mortgage satisfied; no recapture of appreciation.

### 22.4.5 Pre-sale Costs, Closing Costs, and Down Payment Requirement

Certain costs associated with the implementation of this program may be incurred prior to the sale of a scattered site unit to a participant. Prior to the sale of the property, the unit is still owned by HABC and the family is still an HABC resident or an HABC voucher participant. HABC will pay for the appraisal conducted prior to sale for the purpose of establishing the sales price.

The traditional services of a real estate agent for either the buyer or the seller are not required. Nonetheless, HABC will not prohibit participating families from employing the services of a buyer’s agent. If a participant chooses to hire a real estate agent licensed to perform services in the State of Maryland, the participant will be responsible for negotiating when the licensed real estate agent will be paid and for paying that fee by closing. Agent commission fees will be limited to 3% of the first mortgage amount.

### 22.4.6 Replacement Escrow Accounts

HABC strongly encourages the establishment of a replacement escrow account for each property sold through this program in the initial amount of $500. The purpose of the account is to ensure that larger, and often unexpected, maintenance needs or problems do not undermine the feasibility of homeownership for participating families. If personal funds are used to establish the escrow account, then the amount could be credited as part of the minimum cash contribution down payment.

Each buyer will be encouraged to make monthly contributions to the escrow account as part of the first mortgage monthly payments. Maintenance escrow accounts provide a cushion for the new homeowners and relegate some savings to cover maintenance needs. The replacement escrow is not designed or intended to cover the cost associated with routine and preventive maintenance. The amount that the family contributes monthly to the maintenance escrow will be determined after analyzing the results of home inspections and the overall affordability of the home. Account contributions may range between $10 and $100 per month. After ten years, the balance in the escrow account will be disbursed to the family.
22.4.7 Maintenance Contract and Warranties

HABC will strongly suggest that the homebuyer purchase a homeowner’s maintenance contract from a reputable company. The cost typically ranges from $400 to $600 annually depending on the selected plan. To assist in the annual purchase cost of the maintenance contract, the homeowner may choose to establish a savings or escrow account.

HABC will guarantee the useful life of the roof and major systems such as heating for a ten-year period. In addition, homeowners will be provided manufacturer warranties for all new appliances installed in the home. Homeowners will be responsible for contacting the manufacturer regarding issues related to the appliances. Any warranties and guarantees may be voided if the homeowner fails to provide proper care and maintenance or if it is determined that the problems resulted from homeowner, family member and or guest misuse, neglect, or carelessness.

22.5 SCATTERED SITE HOMEOWNERSHIP PROGRAM ADMINISTRATION

22.5.1 Approval Process

The approval process is as follows:

- Residents on the rent roll are periodically mailed a preliminary interest application describing the program and listing the documents required to submit an application.
- All completed applications are date stamped and processed according to date of receipt.
- The applicant’s ability to qualify for a mortgage is evaluated based on at least 50% of the sales price of the property.
- All families who express interest in homeownership are required to attend homeownership counseling. Prior to settlement, participants are required to provide a homeownership counseling certificate, which must be dated within one year of property settlement.
- Participants are required to provide proof of financing prior to ratifying a sales contract.

22.5.2 Net Proceeds of Sales

HABC uses the proceeds of homeownership sales to further rehab units to be sold to buyers and for other affordable housing purposes.
Appendix A: ACRONYMS USED IN PUBLIC HOUSING

1. **ACC** Annual contributions contract
2. **ACOP** Admissions and continued occupancy policy
3. **ADA** Americans with Disabilities Act of 1990
4. **AIDS** Acquired immune deficiency syndrome
5. **AMI** Area median income
6. **AMP** Asset management project
7. **BR** Bedroom
8. **BRHP** Baltimore Regional Housing Partnership (administers the Baltimore Housing Mobility Program)
9. **CDBG** Community Development Block Grant (Program)
10. **CFP** Capital fund program
11. **CFR** Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)  
12. **CNI** Choice Neighborhoods Initiative
13. **COC** Central office cost center
14. **CPI** Consumer price index (published monthly by the Department of Labor as an inflation indicator)
15. **DOFA** Date of final availability
16. **EID** Earned income disallowance
17. **EIV** Enterprise Income Verification
18. **EIOP** End of initial occupancy
19. **EOP** End of participation
20. **EPC** Energy performance contract
21. **FDIC** Federal Deposit Insurance Corporation
22. **FHA** Federal Housing Administration (HUD Office of Housing)
23. **FHEO** Fair Housing and Equal Opportunity (HUD Office of)
24. **FICA** Federal Insurance Contributions Act (established Social Security taxes)
25. FMR Fair market rent
26. FR Federal Register
27. FSLA Federal Labor Standards Act
28. FSS Family Self-Sufficiency (Program)
29. FY Fiscal year
30. FYE Fiscal year end
31. GAO Government Accountability Office
32. HA Housing authority or housing agency
33. HCV Housing choice voucher
34. HCVP Housing Choice Voucher Program
35. HERA Housing and Economic Recovery Act of 2008
36. HOPE VI Revitalization of Severely Distressed Public Housing Program
37. HOTMA Housing Opportunity Through Modernization Act of 2016
38. HUD Department of Housing and Urban Development
39. HUDCLIPS HUD Client Information and Policy System
40. IAIU Internal Affairs Investigative Unit (HABC office that investigates IVIW & VAWA transfer requests)
41. IMS Inventory Management System
42. IPA Independent public accountant
43. IRA Individual retirement account
44. IRS Internal Revenue Service
45. IWIV Intimidated witness intimidated victim
46. JTPA Job Training Partnership Act
47. LBP Lead-based paint
48. LAP Language assistance program
49. LEP Limited English proficiency
50. LIHTC Low-income housing tax credit
51. LIPH Low income public housing
52. **LTA** Long term affordable
53. **MTW** Moving to Work
54. **NEDs** Non-elderly persons with disabilities
55. **NOFA** Notice of funding availability
56. **OGC** HUD's Office of General Counsel
57. **OIG** HUD’s Office of Inspector General
58. **OMB** Office of Management and Budget
59. **PASS** Plan to Achieve Self-Support
60. **PHA** Public housing agency
61. **PHAS** Public Housing Assessment System
62. **PIC** PIH Information Center
63. **PIH** (HUD Office of) Public and Indian Housing
64. **QA** Quality assurance
65. **QC** Quality control
66. **QHWRA** Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)
67. **RAB** Resident Advisory Board
68. **RAD** Rental Assistance Demonstration Program
69. **REAC** (HUD) Real Estate Assessment Center
70. **RFP** Request for proposals
71. **RIGI** Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
72. **ROSS** Resident Opportunity and Supportive Services
73. **SSA** Social Security Administration
74. **SSI** Supplemental security income
75. **SWICA** State wage information collection agency
76. **TANF** Temporary assistance for needy families
77. **TPA** Tenant participation activities
78. **TR** Tenant rent
79. TTP  Total tenant payment
80. UA  Utility allowance
81. UFAS  Uniform Federal Accessibility Standards
82. UIV  Upfront income verification
83. UPCS  Uniform Physical Condition Standards
84. URA  Uniform Relocation Act
85. URP  Utility reimbursement payment
86. USCIS  United States Citizens & Immigration Services
87. VAWA  Violence Against Women Reauthorization Act of 2013
88. VCA  Voluntary Compliance Agreement
Appendix B: GLOSSARY OF ACOP TERMS

1. **Accessible.** When used in reference to a building, physical structure or a portion of a building or structure, including a dwelling unit, means capable of being approached, entered, exited and used by individuals with disabilities, including persons who use wheelchairs. When used with respect to a program, means affording persons with disabilities an equal opportunity to participate in the program without disability-related barriers to access and incorporating the effective communication requirements of 28 C.F.R §§ 35.160 – 35.164.

2. **Accessible dwelling units.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, 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 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

3. **Accessible facility.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.

4. **Accessible or accessibility features.** Specific features added to housing units for use by a person with a disability. Accessible or accessibility features include, but are not limited to, grab bars, hand rails, lever handles on faucets, raised toilet seats and benches for a shower or bathtub.

5. **Accessible route.** For persons with a mobility disability, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAS). For persons with hearing or vision disabilities, the route need not comply with requirements specific to mobility.

6. **Actual and imminent threat.** Actual and Imminent Threat mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm.

7. **Adaptability.** The ability to change certain elements in a dwelling unit to accommodate the needs of persons with disabilities and persons who do not have disabilities; or the ability to meet the needs of persons with different types and degrees of disability.

8. **Adjusted income.** Annual income, less allowable HUD and HABC MTW deductions and allowances.

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

10. **Annual contributions contract (ACC).** The written contract between HUD and HABC under which HUD agrees to provide funding for a program under the 1937 Act, and HABC agrees to comply with HUD requirements for the program.

11. **Annual income.** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

12. **Applicant (applicant family).** A family that has applied for admission to a program but is not yet a participant in the program.

13. **Assets.** (See net family assets.)

14. **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 or activities receiving federal financial assistance.

15. **Bifurcate.** With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.

16. **Child.** A member of the family other than the family head, co-head or spouse who is under 18 years of age and who is not an emancipated minor.

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

18. **Citizen.** All persons born or naturalized in the United States.

19. **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. The co-head must have legal capacity to enter into a lease.

20. **Community service.** The performance of voluntary work or duties that are a public benefit and that serves to improve the quality of life, enhances resident self-sufficiency, or increases resident self-responsibility in the community. Community service is not employment and does not include political activities (except voter registration activities).
21. **Confirmatory review.** An on-site review performed by HUD to verify the management performance of HABC.

22. **Consent form.** Any consent form approved by HUD, HABC or the privately owned/managed sites to be signed by assistance applicants and residents to obtain information from any third party source.

23. **Covered families.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. The term includes families who receive welfare assistance or other public assistance under a program for which federal, state, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

24. **Dating violence.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
   - The length of the relationship
   - The type of relationship
   - The frequency of interaction between the persons involved in the relationship.

25. **Dependent.** A member of the family (except foster children and foster adults) other than the family head, co-head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

26. **Dependent Deduction.** An exemption of $480 for each member of the family residing in the household (other than the head, co-head or spouse, live-in aide or foster child) who is under eighteen years of age or who is eighteen years of age or older and has a disability, or is a full-time student.

27. **Designated Housing Plan.** The plan submitted by HABC and approved by HUD under which HABC is permitted to designate a building, or portion of a building, for occupancy by elderly families or families with disabilities.

28. **Developments.** See Housing Projects.

29. **Disability assistance expenses.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a family member with a disability, and that are necessary to enable a family member (including the member with the disability) to be employed, actively seek work or attend school provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

30. **Disabled Family or Families with disabilities.** A family whose head, co-head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with a live-in aide.
31. **Disabled person.** See person with disabilities.

32. **Displaced family.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

33. **Domestic violence.** 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 cohabitating with or has cohabitated 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.

34. **Domicile.** The legal residence of the head of household, co-head or spouse as determined in accordance with state and local law.

35. **Drug-related criminal activity.** The illegal manufacture, sale, distribution, or use of a drug, or the illegal possession of a drug with intent to manufacture, sell, distribute, or use the drug.

36. **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. Such program may include job training, employment counseling, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship, or any other program necessary to prepare a resident to work. An economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).

37. **Effective date.** The “effective date” of an examination or reexamination refers to: (i) in the case of an examination for admission, the date of initial occupancy and (ii) in the case of any reexamination of an existing resident, the date the re-determined rent becomes effective.

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

39. **Elderly person.** An individual who is at least 62 years of age.

40. **Eligible family.** A family that is income eligible and meets the other requirements of the Housing Act of 1937, as amended, and Part 5 of 24 CFR.

41. **Emancipated minor.** A person under the age of 18 classified as an adult.
42. **Employer identification number (EIN).** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

43. **Eviction Notice.** A notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action.

44. **Evidence of citizenship or eligible status.** The documents which must be submitted as evidence of citizenship or eligible immigration status. (See 24 CFR 5.508(b).)

45. **Exempt Status.** The status of residents who do not have to comply with the community & self-sufficiency requirement.

46. **Extremely low-income family.** A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area as determined by HUD, whichever number is higher, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. (See 24 CFR 5.603.)

47. **Facility.** All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.


49. **Fair market rent (FMR).** The rent, including the cost of utilities (except telephone, cable and internet services), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of a modest (non-luxury) nature with suitable amenities. See periodic publications in the *Federal Register* in accordance with 24 CFR Part 888.

50. **Family.** A family is either a single person or a group of persons and includes:
   - A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family.
   - An elderly family or a near-elderly family
   - A disabled family
   - A displaced family
   - The remaining member of a resident family
   - A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

51. **Family self-sufficiency program (FSS program).** The program established by HABC in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

52. **Federal agency.** A department of the executive branch of the federal government.
53. **Flat rent.** A rent established by HABC for each public housing unit based on the market rent charged for comparable units in the unassisted rental market, set at no less than 80 percent of the applicable Fair Market Rent (FMR), and adjusted by the amount of the utility allowance, if any.

54. **Foster child care payment.** A payment to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children.

55. **Full-time student.** A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for students under the standards and practices of the educational institution attended). (See 24 CFR 5.603)

56. **Gender identity.** A personal conception of oneself as male or female or both or neither.

57. **Handicap.** (See person with disabilities.)

58. **Head of household.** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent and is responsible for the lease.

59. **Household.** A household includes additional people other than the family who, with HABC’s permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

60. **Housing agency (HA).** See public housing agency.

61. **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.

62. **Housing Projects.** Housing that is publicly financed through development, construction and/or operation for low income, very low income and extremely low income families. Such housing is also referred to as developments, communities, complexes, AMPs, sites and scattered site properties and may be at a single location or may be at scattered locations or in a mixed income development.

63. **HUD.** The U.S. Department of Housing and Urban Development.

64. **Imputed asset.** An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

65. **Imputed asset income.** HUD-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed $5,000.

66. **Imputed welfare income.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family’s annual income and therefore reflected in the family’s rental contribution.
67. **Income.** Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

68. **Income-based rent.** The resident’s rent, which is based on the family’s income and HABC’s rent policies for determination of such rents.

69. **Income Disallowance.** Income excluded from the calculation of annual income.

70. **Income Targeting.** The HUD requirement that 40% of all new admissions in public housing during any given fiscal year be reserved for extremely low-income families. This requirement may be modified in HABC’s MTW Agreement.

71. **Indian.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any state.

72. **Indian Housing Authority (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.

73. **Individual with handicaps.** See person with disabilities.

74. **Jurisdiction.** The area in which HABC has authority under state and local law to administer the program.

75. **Landlord.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

76. **Lease.** A written agreement between HABC or a privately owned/managed site and a resident family for the leasing of a federally assisted housing unit. The lease establishes the legal relationship between HABC or the privately owned/managed site and the resident family.

77. **Live-in aide.** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
   - Is determined to be essential to the care and well-being of the persons;
   - Is not obligated for the support of the persons; and
   - Would not be living in the unit except to provide the necessary supportive services.

78. **Local preference.** A preference used by HABC to select among applicant families.

79. **Low-income family.** A family whose income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80 percent for areas with unusually high or low incomes.

80. **Maximum rent. Privately owned/managed sites:** Privately owned/managed sites may have maximum rents that are lower than the flat rents. When the maximum rent is lower than
the flat rent, the resident will be given the choice between the income based rent and the maximum rent for the unit instead of the flat rent.

**Mixed families:** Public housing maximum rents are used to calculate the tenant rent for a mixed family. The public housing maximum rent is based on the value of the 95th percentile of the total tenant payment (TTP) for each tenant within HABC. HABC recalculates the public housing maximum rents on an annual basis.

81. **Medical expenses.** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance (a deduction for elderly or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 10 percent of annual income.

82. **Minimum rent.** An amount established by HABC or the privately owned/managed sites of zero to $50.

83. **Minor.** A member of the family household other than the family head, co-head or spouse, who is under 18 years of age.

84. **Mixed family.** A family whose members include persons with U.S. citizenship or eligible immigration status and persons who do not have U.S. citizenship or eligible immigration status.

85. **Monthly adjusted income.** One twelfth of adjusted income (see definition of *adjusted income*).

86. **Monthly income.** One twelfth of annual income (see definition of *annual income*).

87. **Moving To Work Demonstration Program.** As established under the Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134) (the “1996 Appropriations Act”) for purposes of providing public housing agencies the flexibility to design and test various approaches for providing and administering housing assistance that reduces cost and achieves greater cost effectiveness in Federal expenditures; gives incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and increase housing choices for low-income families.

88. **National (U.S. 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.

89. **Near-elderly family.** A family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, either of whom is at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with a live-in aide.
90. **Net family assets.** Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

91. **Non-elderly person with a disability or NED.** A family whose sole member, head of household or head of household’s spouse is a person with a disability who is under age 62 and who is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability related reasons.

92. **Noncitizen.** A person who is neither a citizen nor a national of the United States.

93. **Occupancy Standards.** Established by HABC to determine the appropriate number of bedrooms for families of different sizes and compositions.

94. **Other Adult.** A family member who is 18 or older who is not the head, co-head or spouse.

95. **Person with disabilities.** For the purposes of program eligibility. A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical, emotional, developmental or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. For the purposes of reasonable accommodation. A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

96. **Premises.** The building or complex in which the dwelling unit is located, including common areas and grounds.

97. **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. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

98. **Previously unemployed.** With regard to the earned income disallowance, a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

99. **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.
100. **Public housing agency (PHA).** Any state, county, municipal, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized by HUD to engage or assist in the development or operation of low-income housing under the 1937 Housing Act, as amended.

101. **Quality Housing and Work Responsibility Act of 1998.** The Act which amended the U.S. Housing Act of 1937 and is also known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

102. **Reasonable accommodation.** A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access HABC’s programs or services.

103. **Recertification (also called reexamination).** The process of securing documentation of total family income and family composition used to determine the rent the resident will pay until the effective date of the next scheduled reexamination if there are no additional changes to be reported.

104. **Remaining member of the resident family (residual member).** The person left in assisted housing who may or may not qualify for assistance on their own circumstances.

105. **Rent burden.** When a resident pays more than 40% of the household income on rent and a payment agreement with HABC.

106. **Residency preference.** HABC preference for admission of families that live in Baltimore City. (See residency preference area.)

107. **Residency preference area.** The city of Baltimore, MD.

108. **Responsible entity.** For the public housing program, HABC administering the program under an ACC with HUD is the responsible entity.

109. **Secretary.** The Secretary of U. S. Department of Housing and Urban Development.

110. **Section 8.** This section of the United States Housing Act of 1937 authorizes subsidies currently known as tenant based and project based vouchers.

111. **Section 214.** This section 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.

112. **Section 9.** This section of the United States Housing Act of 1937 authorized the creation and operation of public housing.

113. **Section 504 of the Rehabilitation Act of 1973.** This law requires that at least 5% of all units in federal-funded properties be accessible to people with mobility impairments, at least 2% of all of the units be accessible to people with sensory impairments, that
reasonable accommodations be made when necessary to allow full use of housing and that housing for persons with disabilities be as integrated as possible.

114. Security deposit. A dollar amount (maximum set according to state law) which can be used for unpaid rent or damages to HABC and the privately owned/managed sites upon the end of the tenancy. Currently, the security deposit is the lesser of one month’s rent or $50.00.

115. Sexual assault. Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

116. Sexual orientation. Homosexuality, heterosexuality or bisexuality.

117. Single person. A person living alone or intending to live alone.

118. Social security number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person’s earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

119. Specified welfare benefit reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program. (See definition of imputed welfare income.)

120. Spouse. The marriage partner of the head of household.

121. Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, sexually assault, falsely imprison, injure, harass, or intimidate; or to place under surveillance with the intent to kill, sexually assault, falsely imprison, injure, harass, or intimidate another person; and 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 (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

122. State wage information collection agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

123. 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 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.

124. **Tenant (Resident).** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

125. **Tenant rent.** The amount payable monthly by the family (minus the utility allowance) as rent to HABC or to the privately owned/managed site.

126. **Total tenant payment (TTP).** The higher of 30% of the family’s adjusted monthly income or 10% of the family’s monthly income.

127. **Unauthorized occupants.** Anyone who has lived in the unit beyond the approved guest period who is not listed on the lease.

128. **Utilities.** Water and sewer services, electricity, gas and other heating services. Telephone, cable and internet services are not included.

129. **Utility allowance.** The estimated amount approved by HABC of the monthly cost of a reasonable consumption of utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

130. **Utility reimbursement.** The amount paid to the family, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment (TTP) for the family occupying the unit.

131. **Veteran.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

132. **Violence Against Women Reauthorization Act (VAWA) of 2013.** Prohibits denying admission to the project to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

134. **Waiting list.** A list of families organized according to HUD regulations and HABC policy who are waiting for a unit to become available.
135. *Welfare assistance.* Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (984.103(b)), *welfare assistance* includes only cash maintenance payments from federal or state programs designed to meet a family’s ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or social security.
Appendix C: FEDERALLY MANDATED INCOME EXCLUSIONS

77 FEDERAL REGISTER 43347: Published May 20, 2014

HUD's regulations provide for HUD to periodically publish in the Federal Register a notice that lists amounts specifically excluded by any Federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);

3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

4. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);

7. The first $2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;

8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);

9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.);


12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);


14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

15. Allowances, earnings and payments to AmeriCorps clients under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));


17. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));

18. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));

19. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

20. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

21. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. Sec. 1437a(b)(4));
22. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;

23. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);


25. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a)); and

26. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).
Appendix D: PET POLICY FOR FAMILY DEVELOPMENTS

A.  INTRODUCTION

This Pet Policy for Family Developments ("Pet Policy") sets forth the requirements of the Housing Authority of Baltimore City ("HABC") in permitting ownership of certain pets by residents ("Residents") of public housing family developments.

B.  APPLICABILITY

The Pet Policy applies to all Residents, household members, guests and any other person under the Resident’s control, of public housing family developments. The Pet Policy, as it may be amended by HABC, shall be incorporated into and made a part of the Resident’s lease, as an attachment to the lease.

Exclusion From Applicability. This Pet Policy does not apply to animals that assist, support, or provide service to persons with disabilities. HABC shall not apply nor enforce this Pet Policy against animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. This exclusion applies to such animals that reside in public housing, as such term is defined herein, and such animals that visit public housing developments.

C.  SECTION I. DEFINITIONS.

1. The term "Pet" is defined as a domesticated small animal limited to dogs, cats, gerbils, hamsters, guinea pigs, small birds such as parakeets, canaries, finches, cockatoos, and parrots, and fish, lizards and amphibians within the size and weight limitations established in this Policy. The following animals are excluded from the definition of Pet, and shall be expressly prohibited from being kept, owned or harbored in, on or about the Premises (as that term is defined in the Lease) by any Resident or any member of the Resident’s household: Wolves and part wolves, any animal maintained or utilized in one or more instances of breeding, fighting, or solely for sale, and any animal prohibited under any applicable Federal, state or local law from being kept in a residence. Pet is further defined as:

   (a) “Smaller Pet” means Pets that must be kept in a cage or tank at all times such as gerbils, hamsters, guinea pigs, birds, lizards, amphibians and fish within the size and weight limitations established in this Policy.

   (b) “Larger Pet” means dogs and cats, within the size and weight limitations established in this Policy.

2. The term “public housing” is defined as housing assisted under the 1937 Act, other than Housing Choice Voucher Program (“Section 8”). Public housing includes dwelling units in a mixed finance development that are assisted by HABC with capital or operating assistance, but does not include public housing developments for the elderly or persons
with disabilities.

D. **SECTION II. REQUIREMENTS**

1. **Number Limitations** - No more than: (a) one Larger Pet (dog or cat), and/or (b) one cage holding no more than two Smaller Pets, or one 20-gallon fish tank may be kept in a Dwelling Unit. Heads of household shall be responsible for each and every Pet. The Resident must maintain the Pet responsibly and in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations.

2. **Size of Pet** - Dogs or cats (Larger Pets) shall weigh no more than thirty-five (35) pounds at maturity. Fish, amphibians and lizards must be housed humanely within a single bowl or steel framed glass fish tank having a capacity of not more than twenty (20) gallons. Birds can be no larger than one (1) pound. Other Smaller Pets such as gerbils, hamsters and guinea pigs must be no larger than two (2) pounds.

3. **Resident’s Capacity to Care for Pets** - A Pet owner must be physically and mentally capable of taking care of the Pet. Further, Pet owners must be able to provide food and medical care for their Pets.

4. **Security Deposit** - A refundable Pet security deposit of fifty dollars ($50.00) shall be required for Larger Pets. The Pet security deposit may be paid over a consecutive three (3) month period, and will be held by HABC in the manner required for applicable security deposits under Maryland law.

   Upon move-out or Pet removal the cost to de-flea, deodorize, and clean the carpet and/or floor tile will be deducted from the Pet security deposit if deemed necessary by Management. The Dwelling Unit will be inspected and the remainder of the Pet security deposit, if any, will be refunded as required by law, if the Dwelling Unit is free of damage. The move-out inspection will be performed by the Resident and Management.

   The Pet security deposit may only be applied to damages caused by the Pet or to HABC’s cost to remove the Pet if the Resident vacates his or her unit without removing the Pet.

5. **Hold Harmless** - A Pet is the sole responsibility of the Resident. HABC, its employees, contractors, agents and staff are in no way responsible for any actions, injuries, claims or damages caused by the Resident’s Pet.

6. **Vaccinations** – Every Pet, if required by law, must wear a current City Animal license and be vaccinated. Resident must submit the pet license to the Management Office together with his or her application for Pet registration. A copy of the Pet’s (dog or cat) current inoculation and treatment is to be furnished and verified annually by a licensed veterinarian which must indicate dates of most recent shots and treatment against disease and parasites as follows:

   (a) Dogs – rabies, parvo-virus, para-influenza, distemper, hepatitis, leptospirosis (D.H.L.), hookworm, heartworm, roundworm, tapeworm, and other internal and
other internal and external parasites, fleas, ticks and other diseases of the skin including eczemas.

(b) Cats – rabies, rhinotracheitis, calici virus, pnemonitis, tapeworms, hookworms, heartworms, and other internal and external parasites, fleas, lice, and ticks.

7. **Spaying and Neutering** – Female cats and dogs over six months of age must be spayed and male cats and dogs over eight months must be neutered unless the Resident submits to HABC a licensed veterinarians written certification giving medical reasons why spaying or neutering is detrimental to the pet’s health.

8. **Breeding, Fighting, Sale Prohibited** - Residents shall not breed any dog, cat or other animal or maintain an animal in a manner in which breeding is the intended result on or in connection with any HABC Property. "Breeding" is defined as activity to cause the production of offspring for the purpose of sale or other remuneration. Residents shall not engage in animal fighting on or in connection with any HABC property. Any Resident who engages in animal breeding or animal fights or the sale of animals is subject to lease termination. A Resident who no longer wishes to keep his or her Pet and sells the Pet as a method of removing the Pet from his or her Unit is not considered to have engaged in the prohibited sale of animals.

9. **Housekeeping/Pet Hygiene** – In addition to the Resident’s housekeeping requirements expressed elsewhere in the Lease:

(a) The Resident must maintain the Dwelling Unit free of Pet odors and in a clean and sanitary condition;

(b) Dogs are not to be caged. Dogs may be kept in humane dog crates for transporting the dog.

(c) Dogs must be able to eliminate waste outside the Dwelling Unit. The Resident must scoop the dog waste and place it in a plastic bag securely before placing the plastic bag in a heavy plastic trash bag, which is tied and disposed of in an approved trash receptacle.

(d) Cats must be litter box trained. Litter boxes must be changed a minimum of once a week and scooped once a day. Cat litter is to be bagged securely in a heavy plastic trash bag, which is tied and disposed of in an approved trash receptacle. **RESIDENTS MUST NOT FLUSH LITTER INTO THE COMMODE.**

(e) Birds must be maintained in a cage at all times, and never allowed to fly free within the Dwelling Unit.

(f) Other Smaller Pets such as gerbils, hamsters and guinea pigs must also be maintained in a cage at all times, and not allowed to wander about the Dwelling Unit or development.
(g) Dog and cat bedding and the Dwelling Unit are to be kept free of, and treated regularly against, infestations by fleas, ticks, lice, pet worms, mites, bedbugs, and other parasites and vermin. If infestation of any such parasites or vermin occurs, Management shall have the right to eradicate in all affected areas at Pet owner’s expense.

(h) Residents must control noise and odor caused by their Pets.

(i) Residents shall not leave exposed pet food and dirty pet food dishes in their units or on the Premises.

10. **Pet Control in Public Area** – Dogs must be on a leash outside of the Dwelling Unit and in all public areas. Under no circumstances may any Pet of any kind be taken into, or permitted to be in, the recreation/community rooms, or any other common area.

11. **Waste Control** – Pet owners shall be responsible for immediate cleanup of Pet feces in accordance with applicable law. Resident must ensure that his/her yard is kept clear of Pet feces. Resident will not place any animal fecal waste, cat litter, etc., or other articles in any sink, bathtub, toilet, or on the grounds. Residents must place all Pet waste in a heavy plastic trash bag, tied and disposed of in an approved trash receptacle. If a toilet has to be unlogged or a sink unstopped because of animal waste, cat litter, and/or stones from a fish bowl, the Resident will pay all associated costs.

12. **Nuisance/Endangerment of Persons** – If any Pet becomes a threat to: (a) the safety or quiet and peaceful enjoyment of the Premises by any other Resident, his/her households and their guests; (b) the safety of HABC employees, contractors, delivery persons or visitors to the Premises or otherwise significantly interferes with the performance of their duties; or (c) if such Pet causes damage to any part of the building or grounds or the furnishings and fixtures thereof, then, upon the written request of Management, Resident shall permanently remove such Pet from the Premises within five (5) calendar days. In the case of a Pet biting a person, the Pet must be immediately removed to an area for observation for a period designated by a Health Officer and must then be examined by a licensed Veterinarian. Animal bites must also be reported to the local Health Department and/or the Police. Refusal by the Pet owner to abide by Management’s request for the removal of such Pet is a material lease violation that may result in termination of the Resident’s lease. A directive from Management for the removal of a pet may be grieved by Resident as applicable under the HABC Grievance Policy.

13. **Complaints/Problems** – Management will investigate complaints and/or reported problems concerning a Pet. Management will notify the Pet owner in writing of the complaint and the Resident will have twenty-four (24) hours to respond to a complaint that Management has determined to be material. If the Manager verifies the complaint and the Pet is not endangering other people, the Resident will be given the opportunity to address the issue that gave rise to the complaint. If Management receives a second complaint, which is verified by management, the Resident will be informed the Pet must be removed. However, the Resident may file a grievance. Failure to comply may result
in termination of residency. If the complaint is of a nature that requires HABC to immediately contact an officer or authorized agent of a humane society, or a police officer or other public official required to protect animals, the above procedures will not apply and the complaint may be addressed by such authorized entities or officials.

14. **Resident’s Absence** – No Pet other than fish in a fish tank, shall be left alone in any Dwelling Unit for over twenty-four (24) hours. Any Resident who will be absent for twenty-four (24) hours or longer for any reason must make arrangements for such Pet to be kept elsewhere during his/her absence if no other adult resides in the Dwelling Unit under the lease.

15. **“Pet-sitting”** – Residents are not permitted to “pet-sit” other people’s pets or animals. Residents shall not allow their guests or visitors to bring any animal prohibited under this Pet Policy to their Dwelling Unit or the Premises.

16. **Animal Rescue** – An officer or authorized agent of a humane society, or a police officer or other public official required to protect animals who presents documentation to Management of his or her authority to rescue or remove an animal will be provided access by HABC to enter the Dwelling Unit to rescue the animal.

17. **Responsibility for Pet in an Emergency** – The Resident shall complete Section III of the Pet Application and submit it to Management Office. Section III of the Pet Application is an agreement signed by one (1) person who is not a Resident of the Dwelling Unit who will assume immediate responsibility for the Pet in case of an emergency or in case the Resident becomes unable to provide proper care for the Pet. In addition, the Resident shall file with the Management Office a document in the form provided by HABC authorizing Management to have the Pet removed in the event that the Resident cannot care for the Pet and the responsible party cannot be reached. Management will contact an appropriate authority for removal of the Pet in such event.

18. **Fire Emergency** – When a fire alarm or smoke detector sounds, if the Resident is unable to evacuate safely with the Pet, the Pet is to be placed in the bathroom and the door is to be closed. If evacuation is necessary the fire department will be responsible for the evacuation of Residents first, and then the Pet.

19. **Subsequent Agreements** – Resident must notify Management upon Resident’s removal of a Pet for which Resident paid a pet security deposit. Resident and Management will perform an inspection of the apartment. The Pet security deposit will be used towards any damages and the balance, if any, of the Pet security deposit will be returned to the Resident within forty-five (45) days. If the Resident determines he/she wants a new Pet, Resident must submit a new application for a pet, and upon approval, the Pet must be registered with the Management Office and a new Pet security deposit must be collected in accordance with the Pet Policy.

20. **Resident’s Signature** – All Residents, at the time they sign their Lease, must sign an acknowledgment of receiving the Pet Policy, which is an attachment to the Lease, thereby acknowledging notice and acceptance of the Pet Policy. Residents who wish to
maintain a Pet will have to meet all requirements listed in this Pet Policy and complete and sign the “Application for Pets” form.

21. HABC reserves the right to rescind or change any of the foregoing rules to make such rules and regulations as may be deemed necessary for the safety, care and cleanliness of the Premises, and for the security, comfort and convenience of all Residents. Any changes deemed necessary by HABC will be made in accordance with the Lease.

22. This Pet Policy is made a part of the HABC Dwelling Lease as an attachment to the Lease, and any violation of this Pet Policy, will be considered a material breach of the Lease. If any Court declares a particular provision of this Pet Policy to be invalid or unenforceable, all other terms of this Pet Policy shall remain in effect, and both HABC and the Resident will continue to be bound by all such other terms of the Pet Policy.

AGREED TO AND ACCEPTED BY RESIDENT(S):

______________________________________   ___________________
HEAD OF HOUSEHOLD      DATE

______________________________________   ___________________
CO-HEAD OF HOUSEHOLD     DATE

ADDRESS ______________________________________________________________

___________________________________________  ___________________
MANAGER’S SIGNATURE     DATE

Attachment: Application for a Pet
ATTACHMENT A

APPLICATION FOR A PET
APPLICATION FOR A PET

DOGS AND CATS MUST BE PHOTOGRAPHED BY MANAGEMENT AND THE PHOTOGRAPH(S) MUST BE ATTACHED TO THE APPLICATION WITH THE DATE THE PHOTOGRAPH(S) WAS/WERE TAKEN.

SECTION I

I/we, ________________________________ and ________________________________,
Head of Household Co-Head of Household
Resident(s) of _______________________, residing at _____________________________
Name of Development Address
verify that I/we have received, reviewed, understood and accept the HABC Pet Policy. I/we am/are also aware that the HABC Pet Policy is an official part of my/our Lease, and that I/we am/are to abide by all its terms, and that my/our failure to do so is a material violation of my/our Lease.

Signature of Resident(s)

_________________________________   ___________________
Head of Household      Date

_________________________________   ___________________
Co-Head of Household     Date

SECTION II

Pet Description:________________________   Type: ___________________ Sex:_____
Weight: _____________  Age:________  Name: _____________________
Color and Markings:  ________________________________
Spayed: _____________________________   Neutered: ___________________________
City License No.: __________________________________ (Copy must be attached)
Date of Most Recent Vaccination(s): ____________________________
Veterinarian’s Name: ________________________________________
Veterinarian’s Address: ______________________________________
Veterinarian’s Telephone Number: _____________________________
SECTION III

I, _________________________________, (non-Resident) am a relative/friend (circle one) of

Name of Non-Resident ___________________________, and I reside at __________________________.

Name of Resident(s)/Applicant(s) ___________________________, Address of Non-Resident __________________________._

By signing below, I (non-Resident) agree to remove the Pet from Resident’s unit and accept full
responsibility for the Pet identified in Sections I and II of this application in the event of an
emergency or if the Resident is unable to care for the Pet and I certify that the information in
Section III of this application is true and correct to the best of my knowledge.

Printed Name of Non-Resident: _________________________

Signature of Non-Resident: ____________________________

Date:_______________________

Telephone Number of Non-Resident: ____________________

By signing below, I/we (Resident(s)/Applicant(s)) certify that the information in this application
is true and correct to the best of my/our knowledge, and I/we agree that Management is
authorized to have the Pet removed in the event that I/we cannot care for the Pet and the non-
Resident identified above cannot be reached or is unable to remove the Pet.

Printed Name(s) of Resident(s) /Applicant(s): _______________________________________

Signature(s) of Resident(s) / (Applicants(s) _________________________________________

Date:_______________________

Telephone Number of Resident(s) /Applicant(s): ______________________

Printed Name of Manager:____________________

Signature of Manager:_________________________  Date:______________________

Telephone Number of Manager: ______________________
Appendix E: RESIDENT GRIEVANCE POLICY AND PROCEDURES

I. PURPOSE

This grievance policy and procedures (the “Grievance Policy”) is established to ensure that residents are afforded an opportunity for a fair hearing if the resident disputes any Housing Authority of Baltimore City (HABC) action or failure to act involving the resident's lease or HABC actions, which adversely affects the individual resident's welfare, rights, duties or status. Tenancy shall not terminate until such time as the grievance process has been completed. This Grievance Policy shall be incorporated by reference into the dwelling lease and made an attachment to the lease.

This Grievance Policy applies to the privately owned/managed sites that do not have separate admissions and continued occupancy policies, which include a grievance policy.

II. APPLICABILITY

Maryland law affords residents the opportunity for a court hearing that provides the basic elements of due process (as defined below) before eviction from the dwelling unit. Therefore, this Grievance Policy shall be applicable to only the individual grievances defined in Section III.F below. The following are not subject to this Grievance Policy:

A. Refusal to pay rent when due, unless the amount of rent charged is in dispute;
B. Disputes between residents not involving management;
C. Class grievances;
D. Any criminal activity that threatens the health, safety or the right to peaceful enjoyment of the premises of other residents or employees of HABC;
E. Any violent or drug related criminal activity on or off the premises;
F. Any criminal activity that resulted in felony conviction of a household member; or
G. Any lease termination due to the occupancy of a person subject to a sex offender lifetime registration requirement.

III. DEFINITIONS

A. Class Grievance: Any grievance in which the decision on an individual grievance would be, as a practical matter, dispositive of the interests of other residents.

B. Complainant: Any resident, as defined in paragraph H below, who presents to the management office a grievance in accordance with the procedures set forth herein.
C. **Drug**: A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

D. **Drug Related Criminal Activity**: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

E. **Elements of Due Process**: An eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
   1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
   2. Right of the resident to be represented by counsel;
   3. Opportunity for the resident to refute the evidence presented by HABC, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
   4. A decision based upon the facts presented at the hearing.

F. **Grievance**: Any dispute that a resident may have with respect to the management's (HABC) action or failure to act in accordance with the individual resident's lease or management procedures, which adversely affects the individual resident's rights, duties, welfare or status, including any dispute about the amount of rent that is charged. For the purpose of the lease and the grievance procedures, the definition of "grievance" does not include the issues set forth in Sections II.A through II.G above.

G. **Premises**: The building or complex or development in which a public or assisted housing dwelling unit is located, including common areas and grounds.

H. **Resident**: The adult person (or persons, other than a live-in aide, as defined in the lease): (1) who resides in the unit, and who executed the lease with HABC as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit and is identified in the lease as a household member, and is the remaining head of household of the resident family residing in the dwelling unit.

I. **Reasonable Accommodation**: A modification or change in HABC’s rules, policies, practices or services that will provide the opportunity to participate in HABC’s programs and services and/or to meet HABC’s essential requirements of tenancy made for an otherwise eligible individual with a disability.

J. **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.
IV. INFORMAL SETTLEMENT OF GRIEVANCE

As much as possible should be left to the mutual efforts of management and the resident, with both parties attempting to resolve all complaints as quickly and justly as possible. However, the resident may present a grievance for any complaint which cannot be resolved by such methods, and the following procedure will apply:

A. The resident shall, either orally or in writing, present a description of the grievance to the management office within ten (10) working days after the HABC action or failure to act, giving rise to the grievance, so that the grievance may be discussed informally and settled without a formal hearing. (The form attached as Exhibit A may be used for this purpose.)

B. The resident shall be given a receipt by management upon presentation of the grievance, stating the date of filing and the nature of his/her grievance, and a copy will be retained in the management resident file. (The receipt shall be in the form attached as Exhibit B.)

C. The asset manager, in concert with the resident, will establish a mutually agreeable date, time and place for the informal discussion of the grievance.

D. The asset manager shall mail to the resident within five (5) working days after the meeting, a summary of the informal discussion and his/her decision regarding the proposed disposition of the complaint and the specific reason therefor. The summary shall specify the procedures by which a hearing may be obtained if the resident is not satisfied with the decision. A copy of the form attached as Exhibit C shall be enclosed with the summary which is to be used by the resident to request a formal grievance hearing.

E. The resident may request a formal grievance hearing as described in Section V below.

V. PROCEDURE TO OBTAIN A HEARING

A. Request for Hearing: If the resident is not satisfied with the results of the informal discussion of grievance and desires a formal grievance hearing, the resident must submit a written request for a hearing to the management office, no later than ten (10) working days after the date resident receives the Summary of Discussion, pursuant to Section IV above. The written request shall specify:

1. The reasons for the grievance.

2. The action or relief the resident is requesting.

(The form for this purpose, Exhibit C, may be obtained from the Management Office.)
B. Prerequisite For Obtaining Formal Hearing: All grievances shall be presented either orally or in writing pursuant to the informal procedures described in Section IV above as a condition precedent to a hearing. A resident may request a waiver of this requirement. However, the resident bears the burden of establishing good cause for failing to comply with the prerequisite condition. For purposes of this section, good cause includes, but is not limited to: (a) a verifiable medical condition that prevented the resident from requesting an informal hearing; (b) a documented absence from the unit which prevented the resident from receiving a notice of adverse action; (c) a verifiable disability that prevented the resident from understanding or being aware of the adverse action that the resident disagrees with; or (d) documentation that management did not schedule an informal discussion, and such failure was not due to lack of cooperation by the resident. To request such a waiver, the resident shall follow the following procedure:

1. The resident shall complete and submit to the management office a request for a waiver, which shall be in the form attached as Exhibit D.

2. A hearing panel will be convened.

3. The resident shall appear before the hearing panel to show why he or she failed to proceed in accordance with Section IV above.

4. If the hearing panel decides the resident has shown good cause for his or her failure to proceed in accordance with Section IV above, the hearing panel may waive the requirements of Section IV.

5. The resident will be notified in writing of the decision of the hearing panel on the resident’s waiver request. If the hearing panel grants such a waiver, it shall immediately set a date for a hearing on the resident’s grievance, and the resident will be notified in writing of the hearing date.

Failure to request a hearing shall not constitute a waiver by the resident of his or her right thereafter to contest management's action in disposing of the complaint in an appropriate judicial proceeding.

C. Failure to Make a Timely Request for a Hearing: If the resident does not make a request for a hearing within ten (10) working days after receipt of Summary of Discussion, management's disposition of the grievance shall become final.

The resident may request a waiver of this ten (10) working days requirement. However, the resident bears the burden of establishing good cause for failing to proceed in accordance with this requirement. For purposes of this section, good cause includes, but is not limited to: (a) a verifiable medical condition that prevented the Resident from proceeding within the ten (10) working day period; (b) a documented absence from the unit which prevented the resident from receiving the
summary of the informal discussion of grievance; or (c) a verifiable disability that prevented the resident from understanding or being aware of the summary of informal discussion of grievance. To request a waiver, the resident shall follow this procedure:

1. Within thirty (30) calendar days after receipt of Summary of Discussion, the resident shall submit to the Management Office a request for waiver of this ten (10) working days requirement.

2. A hearing panel will be convened.

3. The resident shall appear before the hearing panel to show why he or she failed to proceed within the given ten (10) working days period.

4. If the hearing panel decides the resident has shown good cause for his or her failure to proceed within the ten (10) working days period, the hearing panel may waive the ten (10) working days requirement.

5. The resident will be notified in writing of the decision of the hearing panel on the resident’s waiver request. If the hearing panel grants such a waiver, it shall immediately set a date for a hearing on the resident’s grievance, and the resident will be notified in writing of the hearing date.

Failure to request a hearing shall not constitute a waiver by the resident of his or her right thereafter to contest management's action in disposing of the complaint in an appropriate judicial proceeding.

D. Escrow Deposit: In any grievance involving the amount of rent or any part thereof, as defined in the lease, which management claims is due under the lease, and which has not been paid, the resident shall pay to management at the time the resident files his or her request for a formal hearing under Section V. A above, an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter pay the same amount of the monthly rent to the management office, and the management office shall deposit the monies in an escrow account until the complaint is resolved by decision of the hearing panel. Following this decision, any amount due the resident from the escrow deposits shall be returned in full to him or her within thirty (30) calendar days. These requirements for escrow deposit must be waived by management:

1. In the event management determines, upon request by the resident, that the resident is unable to pay the escrow deposit because of a financial hardship exemption from the minimum rent requirements in accordance with the lease, or

2. For the portion of the resident’s rent attributable to the imputed welfare
Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided that failure to make payment shall not constitute a waiver of any right the resident may have to contest management's disposition of his or her grievance in an appropriate judicial proceeding.

E. Scheduling of Hearings: Upon the resident’s compliance with all applicable procedures or waiver pursuant to Section V above, the asset manager shall, within five (5) working days, forward the resident’s request for a grievance hearing to the hearing panel secretary. The secretary will immediately notify the members of the hearing panel of the resident’s request for a formal hearing and shall promptly schedule a hearing within forty-five (45) calendar days at a time mutually convenient for the panel, the resident and management. A written notification shall be delivered by hand or by regular mail, specifying the time, the place and the procedures governing the hearing, to the hearing panel members, the resident and the appropriate management official.

VI. SELECTION OF HEARING PANEL

A. The grievance shall be presented before a permanent hearing panel consisting of five (5) voting persons and a secretary who will be provided by management.

B. The Policy Committee of the Resident Advisory Board (RAB) will select two (2) permanent panel members; management will select two (2) panel members for each grievance hearing; and one impartial member will be selected on a rotating basis from a list of names previously compiled by agreement between management and the Policy Committee of RAB. No one on the list may be an officer, employee or resident of HABC.

C. The Policy Committee of RAB will select two (2) alternate panel members, who will serve on the panel if a permanent RAB member cannot be contacted, is unable to attend the hearing or is unable to serve.

D. No relatives of the resident shall serve on the hearing panel.

E. No person from the resident’s development shall serve on the hearing panel.

F. No person whose duties or responsibilities are involved in any way with the grievance at issue shall serve on the hearing panel.

G. The term for the permanent hearing panel members and alternates selected by RAB will be for one year, beginning January 1 of each year. If a permanent RAB member leaves before the end of his or her term, the position will be filled by an alternate and a new alternate will be selected. Members may be reappointed for subsequent terms. The list from which the impartial member is selected will also be drawn up on an
annual basis, effective January 1 of each year.

VII. PROCEDURES GOVERNING THE HEARING

A. The hearing shall be held before the hearing panel selected pursuant to Section VI above. The full panel or three members shall constitute a quorum for the hearing of a grievance if one member chosen by the Policy Committee of RAB, one member chosen by management, and the impartial member are present.

B. The impartial member shall act as moderator at the hearing. His or her responsibilities will include coordinating all activities associated with the hearing, such as calling witnesses and maintaining order, and generally ensuring that the hearing is conducted in a fair and orderly manner.

C. The resident shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:

1. The opportunity to examine before the hearing any HABC documents and to copy all documents and records that management intends to rely upon at the hearing. Any document relevant to the hearing that management does not make available to resident after request by resident may not be relied on by management at the hearing. The copying of documents that management intends to use at the hearing shall be done at the expense of management. All other documents shall be copied at the expense of the resident.

2. The right to be represented by counsel or another person chosen by the resident as his or her representative, at the resident’s expense.

3. The right to a private hearing (which includes only panel members, the resident, the asset manager, the hearing panel secretary, the resident’s counsel or representative and witnesses) unless the resident requests a public hearing.

4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by management, and to confront and cross examine all witnesses upon whose testimony or information management relies.

5. The right to a decision based solely and exclusively upon the facts presented at the hearing.

6. The hearing panel shall hear each case and judge it on its own merit.

D. Management and resident shall exchange lists of witnesses that each intends to call upon at the hearing.
E. If the resident or management fails to appear at a scheduled hearing, the hearing panel may make a determination to postpone the hearing, or may make a determination that the party has waived the right to a hearing. Both the resident and management shall be notified of the determination by the hearing panel, provided that a determination that the resident has waived the right to a hearing shall not constitute a waiver of any right the resident may have to contest disposition of the grievance by management in an appropriate judicial proceeding.

F. At the hearing, the resident must first make a showing of an entitlement to the relief sought and thereafter management must sustain the burden of justifying management's action or failure to act against which the complaint is directed.

G. The hearing shall be conducted informally by the hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The moderator shall require management, the resident, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the moderator to obtain order may result in exclusion from the proceedings.

H. The resident or management may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

VIII. DECISION OF THE HEARING PANEL

A. The hearing panel shall prepare a written decision, together with the reasons therefor, within ten (10) working days after the hearing. A copy of this decision shall be sent to the resident, the Assistant Chief of Conventional Public Housing or the Assistant Chief of Private Management, whichever is applicable, and the appropriate management office. Management shall retain a copy of the decision in the resident's folder.

B. If the grievance is in reference to monies due to HABC, and the hearing panel rules in favor of management, a written agreement may be made between the resident and the appropriate asset manager for payment. The asset manager shall take into consideration any recommendations made by the hearing panel as to the amount and the scheduling of payments.

C. The decision of the hearing panel shall be binding on management, which shall take all action, or refrain from any action, necessary to carry out the decision unless the HABC Board of Commissioners determines within a reasonable time (30 calendar days) and promptly notifies the resident of its determination that:

1. The grievance does not concern management's action or failure to act in accordance with or involving the resident’s lease or management
rules, which adversely affect the resident’s rights, duties, welfare or status.

2. The decision of the hearing panel is contrary to applicable federal, state or local law, the MTW Agreement, or HUD regulations or the requirements of the Annual Contributions Contract between HUD and HABC.

D. A decision by the hearing panel or the HABC Board of Commissioners in favor of management or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

IX. NOTICE TO TERMINATE TENANCY, HEARING PANEL DECISIONS, NOTICE TO VACATE AND EVICTION ACTIONS

If a resident has requested a hearing in accordance with the procedure under Section V, on a complaint involving a management notice of termination of the tenancy, and the hearing panel upholds management's action to terminate the tenancy, management shall not commence an eviction action in a state or local court until it has served a Notice to Vacate on the resident. In no event shall a Notice to Vacate be issued prior to the decision of the hearing panel having been delivered by hand or by regular mail service to the resident. Such Notice to Vacate must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or by the termination date stated in the notice of termination, whichever is later, appropriate action for eviction will be brought against him/her and he/she may be required to pay court costs and attorney's fees.

X. REASONABLE ACCOMMODATIONS

Upon written notification submitted by the resident of a request for a reasonable accommodation as part of an informal discussion of grievance, or a formal grievance hearing, HABC will provide reasonable and accessible accommodations for residents with qualified disabilities and communication that is as effective as that provided to individuals without disabilities. Moreover, HABC shall take appropriate steps to ensure that communications with residents with disabilities are as effective as communications with others, which may include, but not be limited to, enlarged print, a signer (sign language interpreter), audio communication, Braille, or a reader.

XI. TIME PERIODS

In computing time periods referred to in this procedure, Saturdays, Sundays and federal, state or HABC legal holidays occurring on weekdays shall not be included in determining working days.
HOUSING AUTHORITY OF BALTIMORE CITY

RESIDENT GRIEVANCE

AND

REQUEST FOR INFORMAL DISCUSSION OF GRIEVANCE

NAME: _______________________________________

ADDRESS: __________________________________________________________

TELEPHONE NUMBER(S): ____________________________________________

HOUSING DEVELOPMENT: ___________________________________________

NAME OF ASSET MANAGER (If Known): _______________________________

BRIEF DESCRIPTION OF GRIEVANCE (Include Dates If Known): ____________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

I understand that I can bring documents, witnesses and other persons that I think will be helpful to me at the informal discussion of my grievance with HABC. I also understand that I have a right to bring a lawyer or representative to the informal discussion of my grievance at my own expense.


**** NOTICE ****

If you are a person with a disability and are unable to comply with the contents of this document, you have the right to ask HABC to make a reasonable accommodation for you. To make such a request, please contact your Housing Manager at 443-984-1867 or Maryland Relay at 410-547-9247.

Resident’s Signature: ___________________________   Date:_______________

Housing Management Staff Name and Signature

Received by:_____________________________

Signature: ____________________________    Date:_______________

EXHIBIT A

E-10
Acknowledgement

On ___________ [Date] at _________ [Time], the undersigned Housing Management Staff received the attached Resident Grievance and Request for Informal Discussion of Grievance from, or on behalf of, the above-named person (“Resident”).

Resident will be notified of the date and time of the informal discussion.

Resident may bring documents, witnesses and other persons that Resident thinks will be helpful to Resident at the informal discussion of Resident’s grievance with HABC. Resident also has the right to bring a lawyer or representative to the informal discussion of the grievance at Resident’s own expense.

*** NOTICE ***

If you are a person with a disability and are unable to comply with the contents of this document, you have the right to ask HABC to make a reasonable accommodation for you. To make such a request, please contact your Housing Manager at 443-984-1867 or Maryland Relay at 410-547-9247.
HOUSING AUTHORITY OF BALTIMORE CITY
REQUEST FOR FORMAL GRIEVANCE HEARING

NAME: _____________________________________________________________
ADDRESS: ____________________________________________________________________________
TELEPHONE NUMBER(S): _______________________________________________________________________
HOUSING DEVELOPMENT: _______________________________________________________________________
NAME OF ASSET MANAGER (If Known): _______________________________

Statement Of Formal Grievance Hearing Request
I have received the summary of the discussion we had on ____________, regarding my grievance concerning: _______________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
Your decision in this matter is not satisfactory, and I therefore request a formal grievance hearing in accordance the Housing Authority of Baltimore City (HABC) grievance policy and procedures.

Action Or Relief You Are Requesting
I am requesting the following action or relief: __________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
I understand that I can bring documents, witnesses and other persons that I think will be helpful to me at the formal grievance hearing. I also understand that I have a right to bring a lawyer or representative to the formal grievance hearing at my own expense.

**** NOTICE ****
If you are a person with a disability and are unable to comply with the contents of this document, you have the right to ask HABC to make a reasonable accommodation for you. To make such a request, please contact your Housing Manager at 443-984-1867 or Maryland Relay at 410-547-9247.

Resident’s Signature: ___________________________   Date:_______________
________________________________________________________________________

Housing Management Staff Name and Signature
Received by:__________________________________________
Signature: ____________________________________________   Date:_________________
HOUSING AUTHORITY OF BALTIMORE CITY
INSTRUCTIONS FOR REQUEST FOR GRIEVANCE WAIVER HEARING

It is the Resident’s responsibility to demonstrate good cause as to why the Resident did not comply with the required procedures set forth in the Housing Authority of Baltimore City (HABC) Grievance Policy for obtaining a formal grievance hearing.

Good cause for why the required informal discussion of grievance was not conducted, includes, but is not limited to:

1) A verifiable medical condition that prevented the Resident from requesting an informal hearing;
2) A documented absence from the unit which prevented the Resident from receiving a notice of adverse action;
3) A disability that prevented the Resident from understanding or being aware of the adverse action that Resident disagrees with;
4) Documentation that the Housing Manager did not schedule an informal discussion, and such failure was not due to lack of cooperation by the Resident.

Good cause for why the Resident did not request a formal grievance hearing within ten (10) working days after the summary of the informal discussion of grievance as required includes, but is not limited to:

1) A verifiable medical condition that prevented the Resident from requesting a formal hearing within the ten (10) working days after receiving the Summary of the Informal Discussion of Grievance.
2) A documented absence from the unit which prevented the Resident from receiving the summary of the informal discussion of grievance; or
3) A verifiable disability that prevented the Resident from understanding or being aware of the summary of informal discussion of grievance.

You may bring documents, witnesses and other persons that you think will be helpful to you at any hearing or discussion with you to consider your Request for Grievance Waiver Hearing, and to a formal hearing on your grievance if your request for waiver is granted. You further have the right to bring a lawyer or representative to such hearing or discussion at your own expense.

**** NOTICE ****

If you are a person with a disability and are unable to comply with the contents of this document, you have the right to ask HABC to make a reasonable accommodation for you. To make such a request, please contact your Housing Manager at 443-984-1867 or Maryland Relay at 410-547-9247.

Resident’s Signature: ___________________________ Date:_______________

________________________________________________________________________       _____________

Housing Management Staff Name and Signature

Received by:__________________________
Signature: ____________________________    Date:_______________

Page -1- of -2-

EXHIBIT D
E-13
Request for Grievance Waiver Hearing Request And Verification

I am requesting a grievance waiver hearing for the following reason(s):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

I have attached the following documents to verify the information I have provided above:
________________________________________________________________________
________________________________________________________________________

Statement Of Formal Grievance Hearing Request

I am requesting a formal grievance hearing on my grievance of the following action or failure to act by Management:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Action Or Relief You Are Requesting

I am requesting the following action or relief:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

**** NOTICE ****
Review Page 1 above for a notification of your rights and responsibilities regarding your Request for Grievance Waiver Hearing.

Resident’s Signature: ___________________________   Date:_______________
________________________________________________________________________

Housing Management Staff Name and Signature

Received by:__________________________
Signature: ____________________________    Date:_______________
Appendix F: LONG TERM AFFORDABILITY CRITERIA