



A.C.O.P.

Admissions & Continued Occupancy Policy

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1.0	FAIR HOUSING.....	5
2.0	REASONABLE ACCOMMODATION.....	5
2.1	COMMUNICATION (6)	
3.0	SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS.....	6
4.0	FAMILY OUTREACH.....	7
5.0	RIGHT TO PRIVACY.....	7
6.0	REQUIRED POSTINGS.....	7
7.0	TAKING APPLICATIONS.....	8
8.0	ELIGIBILITY FOR ADMISSION	9
8.1	INTRODUCTION (9)	
8.2	ELIGIBILITY CRITERIA (9)	
8.3	SUITABILITY (13)	
8.4	CRIMINAL RECORDS/CREDIT CHECK POLICY (15)	
8.5	GROUND FOR DENIAL (17)	
8.6	INFORMAL HEARING (18)	
9.0	MANAGING THE WAITING LIST	19
9.1	A. WAITING LIST CATEGORIES (19)	
	B. SELECT HOUSING PROCEDURES AND REQUIREMENTS (19)	
9.2	OPENING AND CLOSING THE WAITING LIST (20)	
9.3	ORGANIZATION OF THE WAITING LIST (20)	
9.4	PURGING THE WAITING LIST (20)	
9.5	REMOVAL OF APPLICANTS FROM THE WAITING LIST (21)	
9.6	NOTIFICATION OF NEGATIVE ACTIONS (21)	
10.0	TENANT SELECTION AND ASSIGNMENT PLAN	21
10.1	PREFERENCES (21)	
10.2	ASSIGNMENT OF BEDROOM SIZES (24)	
10.3	SELECTION FROM THE WAITING LIST (25)	
10.4	DECONCENTRATION POLICY (26)	
10.5	DECONCENTRATION INCENTIVES (26)	
10.6	OFFER OF A UNIT (26)	
10.7	REJECTION OF UNIT (27)	
10.8	ACCEPTANCE OF UNIT (28)	
11.0	ANNUAL INCOME, INCOME EXCLUSIONS FROM ANNUAL INCOME, EARNED INCOME DISALLOWANCE AND DEDUCTIONS FROM INCOME.....	28
11.1	INCOME (29)	
11.2	ANNUAL INCOME (30)	
11.3	EARNED INCOME DISALLOWANCE (33)	
11.4	DEDUCTIONS FROM ANNUAL INCOME (34)	

11.5 OVER INCOME LIMITS POLICY (35)

12.0 VERIFICATION37

12.1 VERIFICATION HIERARCHY (37)

12.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS (47)

12.3 VERIFICATION OF SOCIAL SECURITY NUMBERS (47)

12.4 TIMING OF VERIFICATION (48)

12.5 FREQUENCY OF OBTAINING VERIFICATION(48)

12.6 EIV VERIFICATION (48)

12.7 EIV SECURITY PROCEDURES(48)

12.8 VERIFICATION OF REQUIRED FORMS (49)

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT49

13.1 FAMILY CHOICE (49)

13.2 THE FORMULA METHOD (49)

13.3 MINIMUM RENT (49)

13.4 THE FLAT RENT (50)

13.5 CEILING RENT (51)

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE (51)

13.7 UTILITY ALLOWANCE (52)

13.8 PAYING RENT (53)

14.0 COMMUNITY SERVICE AND SELF SUFFICIENCY PROGRAM.....54

14.1 HOUSING AUTHORITY STRATEGY (54)

14.2 COMMUNITY SERVICE PROGRAM (54)

14.3 COMMUNITY SERVICE EXEMPTIONS (54)

14.4 NOTIFICATION OF THE REQUIREMENT (55)

14.5 VOLUNTEER & SELF SUFFICIENCY OPPORTUNITIES (55)

14.6 COMMUNITY SERVICE REQUIREMENT REVIEW (55)

14.7 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT (56)

14.8 OPPORTUNITY FOR CURE (56)

15.0 RECERTIFICATIONS.....57

15.1 GENERAL (57)

15.2 MISSED APPOINTMENTS (57)

15.3 FLAT RENTS (58)

15.4 THE FORMULA METHOD (59)

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RE-EXAMINATIONS (59)

15.6 INTERIM RE-EXAMINATIONS (59)

15.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS (60)

15.8 AUDITS (60)

16.0 UNIT TRANSFERS.....61

16.1 OBJECTIVES OF THE TRANSFER POLICY (61)

16.2 CATEGORIES OF TRANSFERS (61)

16.3 DOCUMENTATION (63)

16.4 VASH (64)

16.5 INCENTIVE TRANSFERS (64)

16.6 PROCESSING TRANSFERS (65)

16.7 COST OF THE FAMILY'S MOVE (65)
16.8 TENANTS IN GOOD STANDING (66)
16.9 TRANSFER REQUESTS (67)
16.10 RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY (67)

17.0 INSPECTIONS67
17.1 NOTICE OF INSPECTIONS (67)
17.2 MOVE-IN INSPECTIONS (67)
17.3 INSPECTIONS (68)
17.4 RANDOM INSPECTIONS (68)
17.5 PREVENTATIVE MAINTENANCE INSPECTION/ANNUAL INSPECTIONS (68)
17.6 SPECIAL INSPECTIONS (68)
17.7 EMERGENCY INSPECTIONS (68)
17.8 PRE-MOVE-OUT INSPECTIONS (68)
17.9 MOVE-OUT INSPECTIONS (69)

18.0 PET POLICY69
18.1 EXCLUSIONS (69)
18.2 PET POLICY FOR FAMILY/ELDERLY & DISABLED COMMUNITIES (69)
18.3 SERVICE & ASSISTANCE ANIMAL POLICY FOR SERVICE & ASSISTANCE ANIMALS APPROVED AS A REASONABLE ACCOMMODATION TO A PERSON WITH A DISABILITY (79)

19.0 TENANT REPAYMENT AGREEMENT 87

20.0 TERMINATION88
20.1 TERMINATION BY TENANT (88)
20.2 TERMINATION BY THE HOUSING AUTHORITY (88)
20.3 ABANDONMENT (90)
20.4 RETURN OF SECURITY DEPOSIT (90)

21.0 HUD - HIGH RISK POLICIES92
21.1 VAWA (92)
21.2 LEAD BASED PAINT (115)
21.3 SMOKE FREE (117)
21.4 BEDBUGS (119)

GLOSSARY121

ACRONYMS 131

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority's policies for the operation for the Public Housing Programs (including Indian Creek, but not limited to security deposit amounts, late penalties, the Pet Policy, and the Service/Assistant Animal Policy), incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Housing Authority to fully comply with all Federal, State and Local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority's programs.

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

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

(Fair Housing Act 42 U.S.C. §3601-3631 and 24 CFR PARTS 100, 108, and 110).

2.0 REASONABLE ACCOMMODATION

A Reasonable Accommodation is a change, exception, or adjustment to a rule, policy, practice, or service for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. It eliminates barriers preventing people with disabilities from fully participating in everyday aspects of life - including housing opportunities. (24 CFR 100-204(a)). **Persons with disabilities** may require a reasonable accommodation in order to take full advantage of the Housing Authority's housing programs and related services. Granting of reasonable accommodations does not confer special treatment or advantage to the person with a disability; rather, they make the program accessible in a way that would otherwise not be possible due to their disability. This policy (**See separate 504 Reasonable Accommodations Policy for details on policy and procedures**) clarifies how

applicants/tenants may request accommodations and the guidelines the Housing Authority will follow in determining whether or not to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

The Department of Housing and Urban Development defines a disabled person in 3 ways:

1. A disabled person is one with an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.
2. A developmentally disabled person is one with a severe chronic disability that:
 - a. Is attributable to a mental and/or physical impairment
 - b. As manifested before age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitations in three or more of the following areas: capacity for independent living, self-care, receptive and expressive language; learning, mobility, self-direction, and economic self-sufficiency AND
 - e. Requires special interdisciplinary or generic care treatment, or other services which are of extended or lifelong duration and are individually planned or coordinated.
3. A disabled person is also one who has a physical, emotional or mental impairment that:
 - a. Is expected to be of long-continued or indefinite duration;
 - b. Substantially impedes the person's ability to live independently;
 - c. Is such that the person's ability to live independently could be improved by more suitable housing conditions.

2.1 COMMUNICATION

All persons requesting an application for housing will receive a Request for Reasonable Accommodation notice with the application package.

All decisions granting or denying requests for reasonable accommodations will be **in writing**. (PIH 2010-26).

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Housing Authority will endeavor to assist non-English speaking families consistent with the adopted policy known as the Limited English Proficiency Plan.

4.0 FAMILY OUTREACH

The Housing Authority may publicize the availability and nature of the Public Housing Program for low-income families in a newspaper of general circulation, minority media, agency website and by other suitable means with the approval of the Executive Director.

To reach people who cannot or do not read the newspapers, the Housing Authority may distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority will also try to utilize public service announcements.

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

5.0 RIGHT TO PRIVACY

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

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

6.0 REQUIRED POSTINGS

In each of **our functional** offices, the Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the Status of the Waiting List (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers
- D. Income Limits for Admission
- E. Excess Utility Charges (**Creekside Village ONLY**)
- F. Utility Allowance Schedule
- G. Flat Rents

- H. Current Schedule of Routine Maintenance Charges & Management Charges
- I. Dwelling Lease & Resident Information Packet
- J. Grievance Procedure
- K. Fair Housing Poster
- L. Fair Housing Poster (Spanish)
- M. Equal Opportunity in Employment Poster (located in offices where Employment applications are received)
- N. Any current Housing Authority Notices

7.0 TAKING APPLICATIONS

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

Applications may be made in person, by mail (when applicable), **or internet (if available)** (PIH Guidebook, Section 3.1). Applications may be mailed to interested families upon request, within ten (10) calendar days of the request.

Application requested by mail, will be dated and time stamped upon its return to the Housing Authority. The date and time stamped on the application will determine its placement on the waiting list based on preference and bedroom size.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority to make special arrangements.

Once the completed full application has been processed, the applicant will be notified as to eligibility or ineligibility status. If determined ineligible for housing, the notice will state the reasons for this determination and offer the family the opportunity for an informal hearing of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The applicant will be required to provide the following documents or information:

- Original Birth Certificate for each household member
- Original Social Security Card and other approved documents for each household member
- Photo ID of adult members (18 and older)
- Information regarding household income

- Names, addresses and phone numbers of residences and landlords or property owners for the past three (3) years.

The applicant will be given **ten (10) calendar days** to provide the required documents. Failure to provide required documentation will result in an “inactive” status and the removal of the application from the waiting list.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five (5) eligibility requirements for admission to public housing: 1) qualifies as a family, 2) has an income within the income limits, 3) meets citizenship/eligible immigrant criteria, 4) provides documentation of Social Security numbers, and 5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family Status

1. A family with or without children. Such a family is defined as persons related by blood, marriage, adoption or affinity that live together in a stable family relationship regardless of actual or perceived sexual orientation, gender identity, or marital status.
A family may then include two or more persons who are not related, but who will live together in a stable relationship and share resources:
 - a. Children temporarily absent from the home due to placement in foster care are considered family members **unless verification cannot be provided.**
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
 - c. Children whose custody is being obtained by an adult.
2. An **Elderly Family**, which is:
 - a. A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **Near-Elderly Family**, which is:
 - a. A family whose head, spouse, co-head, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **Disabled Family**, which is:
 - a. A family whose head, spouse, co-head, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A displaced family: A **“Declared Natural Disaster”**.
6. A **Homeless Veteran**, which is:
 - a. An individual who has served in the military and is without permanent housing who may live on the streets;
 - b. Stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or
 - c. Stay in any other unstable or non-permanent situation.
7. A **Homeless Family**, which is:
 - a. An individual or family without permanent housing who may live on the streets;
 - b. Stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or
 - c. Stay in any other unstable or non-permanent situation.
8. A remaining member of a tenant family.
9. A single person.

B. Income Eligibility

1. **To be eligible for admission, the family income cannot exceed 80% of the median income.**
2. Income limits in subparagraph 1 above apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Housing Authority.
4. If the Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. (For housing authorities with fewer than 250 public housing units) If there are no eligible families on the waiting list and the Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)
 - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

The applicant and participants (including each member of the family/household) who are not exempt under section 5 of the PIH 2012-10 notice, are to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

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

The SSA issues three (3) types of social security cards depending on an individual's citizen or noncitizen status and whether or not a noncitizen is authorized by the Department of Homeland Security (DHS) to work in the United States. These are listed under section 6 of the PIH 2012-10 notice.

If a child under 6 was added within 6 months prior to admission to Public Housing, applicant may become a resident as long as documentation is provided within 90 calendar days of the effective date of admission to Public Housing. The PHA must grant one 90-day extension if PHA determines failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of applicant's control. If applicant fails to provide documentation within required time period, PHA must terminate.

E. Signing Consent Forms

1. In order to be an eligible household, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
 - a. All members 18 years of age and older sign an authorization permitting the Authority to verify other pertinent factors.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Housing Authority to obtain Wage Information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the Housing Authority to verify with previous or current employer's income information pertinent to the family's eligibility for or level of assistance; and

- c. A provision authorizing HUD **or the Housing Authority** to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires **12 months (HA form)** to **15 months (HUD 9886)** after the date the consent form is signed.
3. A signature sheet will be used to hold resident signatures (new admissions and annual recertifications) for receipt of required forms. This is in lieu of filing an actual copy of the documents required by HUD to be provided to all residents and retained in the residents file throughout residency.

F. **Adding a Household Member other than through Birth or Adoption**

In order to add a household member (**Foster child/adult or Live-in Aide**) other than through birth or adoption, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their original Social Security card and other approved documents and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal hearing. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 15.8.

8.3 **SUITABILITY CRITERIA**

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

1. History of meeting financial obligations, especially rent;
 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in decent, safe and sanitary condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
 4. History of disturbing neighbors or destruction of property;
 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
 2. A rental history check of all adult family members;
 3. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
 4. A check of the State's and national sex offender registration program for each adult household member, including live-in aides. No individual registered or required by law to register with this program will be admitted to public housing;
 5. A criminal background check on all adult household members, including live-in aides.

8.4 CRIMINAL RECORDS CHECK POLICY

- A. A criminal background check may be run on all adult family and household members, including live-in aides. This check will be made through the South Carolina Law Enforcement Division (SLED) who will notify the Housing Authority if there is information in the FBI's NCIC files. Upon receipt of this information indicating a possible FBI record, the Housing Authority will contact the applicant and notify them that they must be fingerprinted at the local police department within **ten (10)** calendar days (weekends and holidays included) of the date of notification, if they wish to have the application process completed. Failure to comply with fingerprinting requirements will result in the application being denied. The cost of fingerprinting will be paid by the Housing Authority directly to the local police department.

The request for Criminal Background Checks will occur at the time of the application and/or a favorable Landlord verification (if needed) is received. The application will be preliminarily determined eligible until this time.

- B. It is also our policy not to rent to applicants, family members, and household members whose criminal history indicates a tendency towards physical violence, harassment, endangering the quiet enjoyment of others, or any other activity which could be considered to disturb the other residents of our communities. These activities may include, but are not necessarily limited to the following:
1. Any felony or misdemeanor that reaches a felony status within the past seven (7) years (includes but not limited to: D.U.I.'s, Shoplifting, Disorderly Conduct, "Simple" Assault & Battery, CDV's, Fraudulent Check, Breach of Peace, Public Drunk, Trespassing, Petty Larceny, etc.).
 2. Traffic violation involving a felony within the past seven (7) years (e.g.: D.U.I.).
 3. Fraud, bribery or any other corruption in connection with any Federal housing assistance program within the past seven (7) years.
 4. Crimes or actions involving physical violence within the past seven (7) years (e.g.: Assault & Battery of a High & Aggravated Nature -or- w/Intent to Kill, Lynching, etc.).
 5. Felony crimes involving use of a weapon, serious injury or murder within the past seven (7) years (e.g.: armed robbery). Take into account the time served.
 6. Harassment - 2nd offense, stalking, or disturbing the peace convictions within the past seven (7) years.
 7. Activities involving manufacturing, selling, and/or distribution of illegal substances within the past seven (7) years.

8. Felony crimes or illegal *use* of drugs involving personal use or possession for personal use within the past seven (7) years.
9. Destruction of property and/or any actions or activities which indicate a possibility for disturbance of the safety and quiet enjoyment of our apartment communities and residents within the past three (3) years.
10. Manufacturing or producing methamphetamine (speed, crank, ice, chalk, or zip) on the premises of Federally regulated assisted housing, or is a registered sex offender, denied for life (PIH notice 2013-15).

It is not our intention, under any circumstance, to violate the civil, legal or constitutional rights of any individual.

“The fact that an applicant or participant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or participant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider any statements made by witnesses or the applicant or participant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or participant engaged in disqualifying activity.”

- C. Only staff authorized to collect Police Records Checks will have access to such records. Upon receipt of a Records Check that contains “**No Record**” information, the CJ-022 records check form will be placed in the client’s file. If a record exists, the file will be reviewed in accordance with Housing Authority policy regarding criminal activity. If the application is “**Approved**”, the CJ-022 records check form will be placed in the client’s file, and the actual arrest record should be shredded. If the application is “**Denied**”, the application file containing the actual arrest record should be retained in a locked file cabinet for a period of 45 calendar days to allow sufficient time for the applicant to request an informal hearing. After the informal hearing has been held or after the 45-day time period has elapsed, the arrest record should then be shredded and the CJ-022 should be placed in the client’s file.
- D. **(Effective 6-1-08 Credit checks will be suspended indefinitely.)** Effective 12/1/05, staff reviewing credit reports for purposes of determining eligibility for public housing and other programs administered by the authority, will insert into the file a statement that they have viewed the records, found it to be or not to be acceptable, in accordance with HA regulations, and have shredded the file electronically on a stated date. The statement is to be signed and dated by the staff person.

8.5 **GROUNDS FOR DENIAL**

The Housing Authority is not required or obligated to assist applicants, family members, and household members who:

- A. Do not meet one or more of the Eligibility Criteria;
- B. Do not meet one or more of the Suitability Criteria;
- C. Do not meet or pass the Criminal Records Check Policy. Applicants who are determined ineligible for criminal activity will be ineligible for one (1) year up to life;
- D. Have **failed to respond** to a written **request for information/documentation** within ten (10) calendar days or a request to declare their continued interest in the program within ten (10) calendar days (results in an “inactive” status);
- E. **Currently owes rent or other amounts** to any housing authority in connection with their Public Housing or Section 8 programs, any other federally subsidized housing programs, or any other landlords;
- F. **Have Unfavorable Landlord Verification** within three (3) years of the original date of application (currently owes rent or other amounts to a previous landlord, and/or the verification is returned unfavorable; e.g.: skipped out/abandoned unit, boarders, eviction, etc.);
- G. Who violate **Title 18 U.S.C. 1001**: Whomever knowingly and willfully makes or uses a document or writing containing false, fictitious or fraudulent statements or entries in any matter within the jurisdiction of any department or agency of the United States within one (1) year of the date of the application in which the violation occurred;
- H. Were **evicted** from assisted housing within **three (3) years** of the date of application because of **drug-related criminal activity** involving the **personal use or possession for personal use**. Applicants will not be eligible for consideration for admission until three (3) years after the last eviction date;
- I. Were **evicted** from assisted housing within **seven (7) years** of the date of application because of **drug-related criminal activity** involving the illegal **manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance** as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802. Applicants will not be eligible for consideration for admission until seven (7) years after the last eviction date;
- J. Were **evicted**; or otherwise **asked to vacate**; or were **subject to termination** of assistance from any subsidized housing program for **program violations (to include Skipped-out/Abandonment)** within three (3) years of the date from

eviction/termination. Applicants will not be eligible for consideration for admission until three (3) years after the last eviction/termination date;

- K. Have engaged in or threatened **abusive or violent behavior towards any Housing Authority residents** within five (5) years of the date of the application. (See 20.2, N of A.C.O.P.)
- L. Have engaged in or threatened **abusive or violent behavior towards any Housing Authority staff** within five (5) years of the date of the application. (See 20.2, N of A.C.O.P.)
- M. Are currently on the Housing Authority's **Trespassing Ban & Bar List**. Applicants will not be eligible for consideration for admission until they have been removed from this list by the person/organization that placed them on the list & the removal has been verified by the Housing Authority.
- N. Note: If an applicant, family member, or household member has been a victim of domestic violence, dating violence, sexual assault, or stalking, it is not appropriate to deny him/her program assistance or admission into public housing **based "solely" on their victim status**. Nothing in this section supersedes a Federal, State, or Local law that provides greater protection for victims.

8.6 ***INFORMAL HEARING/CONFERENCE***

- A. If the Housing Authority determines that an applicant **is ineligible for admission**, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an **informal hearing** of the decision within ten (10) calendar days (*Governed by PHA-24 CFR 960.208*) of the denial. The Housing Authority will describe how to obtain the informal hearing.

The informal hearing may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within fourteen (14) calendar days after the informal hearing, including a brief statement of the reasons for the final decision.

- B. The Applicant may request a "**conference**" due to the ineligibility of reapplying too soon after an eviction, money owed to any Federal subsidized program, or over income.
- C. The **applicant** may request that the Housing Authority provide for an Informal Hearing after the family has notification of an **INS** (Immigration and Naturalization Service) **decision on their citizenship status on appeal, or in lieu of request of appeal to the INS**. This request must be made by the **applicant**

within 30 calendar days of receipt of the Notice of Denial or within 30 calendar days of receipt of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 A. *WAITING LIST CATEGORIES*

The Housing Authority will manage two types of waiting lists, site based (which includes “Select Housing” - see Select Housing Requirements for more information) and jurisdictional. The Authority will manage site-based waiting lists for the Housing Authority of Florence (with the exception of Eastcrest Apartments in McColl to be governed as a jurisdictional waiting list) and one each jurisdictional waiting list for the Housing Authorities of Cheraw and Marlboro County.

In those locations where site-based waiting lists are used, all applicants will be allowed to have their names placed on two (2) separate waiting lists. In locations where jurisdictional waiting list are used, the applicant may state a desire for a specific housing community, however, housing will be offered based on the applicant’s position on the waiting list.

B. *SELECT HOUSING PROCEDURES AND REQUIREMENTS*

Select Housing will include all scattered site housing (AMP 27-20)

Criteria for eligibility . . .

In addition to all requirements for standard housing . . .

- Applicant must have a full-time job ((thirty) 30 hours or more per week) - continuous employment (i.e.: up to but not exceeding a two (2) week break in employment) for at least one (1) year unless s/he is classified as disabled under Social Security.
- Applicant must be willing to properly care for & maintain a lawn. This includes mowing grass, trimming shrubs, raking leaves, etc.
- If the Applicant loses employment after being placed in Select Housing, s/he normally has (ninety) 90 days to find other employment before being transferred to a Standard Housing unit.

Procedures for Transfers:

If the tenant loses employment after being placed in Select Housing, s/he will normally have ninety (90) days to find other employment before being disqualified for Select Housing, unless loss of employment or reduced hours is to the resident being deemed disabled. (PIH 2011-33)

Once it has been determined the tenant no longer qualifies for Select Housing, they would be informed when they are placed on the Transfer List for Standard Housing.

Once a qualified unit has been identified, the tenant will be informed and may be required to move at their expense.

The Authority will give the tenant a minimum of thirty (30) days notice to vacate the unit.

The tenant will not be charged for the first month's rent in the new unit.

9.2 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The notice may be published in a local newspaper of general circulation, social media, media outlets, agency website with the approval of the Executive Director and will state where, when, and how to apply. The notice may also be published in available minority media; e.g., weekly publications or radio, whichever is determined to be most appropriate at the time the notice is published. The public notice will state any limitations to who may apply.

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice may be published in a local newspaper of general circulation, social media, media outlets, agency website with the approval of the Executive Director and available minority media as indicated above.

9.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and date and time of application;
- C. All contacts between the Housing Authority and applicants on the waiting list will be documented in the applicant file.

9.4 PURGING THE WAITING LIST

The Housing Authority will update and purge **all eligible applicants on** its waiting list at least annually **in the month of April for those applicants that applied the previous year**, to ensure that the pool of applicants reasonably represents the interested families

for whom the Housing Authority has current information, e.g., applicant's address, family composition, income category, and preferences.

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

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

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 **NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal hearing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 **TENANT SELECTION AND ASSIGNMENT PLAN**

10.1 **PREFERENCES**

The Housing Authority will select families based on the following preferences of Head of Household, Co-Head, & Spouse within each bedroom size category.

- 20 Points **Displaced families:** Defined as families displaced by a “Declared Natural Disaster”.
- 10 Points **Elderly or Disabled families:** Defined as families where **Elderly:** Head, spouse, co-head or sole member is age **62 or older;** or **Disabled:** a **person with disabilities.**
- 8 Points **Homeless Veterans:** Defined as individuals who have served in the military and is without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation.

- 6 Points **Homeless Families:** Defined as individuals or families without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation.
- 2 Points **Near Elderly persons (50-61).**
- 0 Points **All others** by the oldest date and time of application (PIH 2019-26).

The above preferences will be used as follows:

All Family Sites will use all of the above preferences. H/C = Handicap.

Florence

Church Hill - 166 units (**family**, no H/C units; 36-1BR; 68-2BR; 30-3BR; 20-4BR; 12-5BR)

Oakland Place - 64 units (**family**, no H/C units; 16-1BR; 24-2BR; 18-3BR; 6-4BR)

Parkview Plaza - 34 units (**family**; 14-2BR; 16-3BR; 4-4BR) (*60 Total w-elderly*)

Waverly Acres - 20 units (**family**, no H/C units; 8-2BR; 12-3BR)

Bridgeland - 50 units (Timmons ville) (**family**; 12-1BR {3 H/C}; 20-2BR; 14-3BR; 4-4BR)

Pine Acres - 40 units (Pamplico) (**family**; 32-3BR {2 H/C}; 8-4BR)

Houses - 156 units (**family**; {7-H/C units})

Eastcrest - 34 Units (**family**, elderly-H/C; 12-1BR {3-H/C}; 12-2BR; 8-3BR; 2-4BR)

Cheraw

Dizzy Gillespie - 124 units (**family**, no H/C units: 4-1BR; 42-2BR; 48-3BR; 26-4BR; 4-5BR)

Miller Ingram - 46 units (**family & elderly**; 18-0BR Elderly; 12-1BR; 8-2BR; 8-3BR)

Fred Harris - 30 units (**family, elderly, & H/C**; 12-1BR elderly {1-H/C}; 10-2BR family; 8-3BR family)

Marlboro County

Clio East - 55 Units (**family**, elderly-H/C; 9-1BR {4 H/C}; 26-2BR; 16-3BR;

4-1BR)

All Elderly/Disabled Sites will use all of the above preferences.

Buildings/Units Designed for the Elderly and Disabled:

Florence

Creekside Village (all 100 units - **elderly-H/C**; 95-1BR {9 H/C}; 5-2BR)

Clyde Court (all 50 units - **elderly-H/C**; **Clyde I** = 42 units: 22-0BR; 18-1BR; 2-2BR. / **Clyde II** = 8-1 BR) (Handicap listing will be maintained separately.)

Pine Park (all 44 units - **elderly-H/C**; 30-0BR; 12-1BR; 2-2BR)

Parkview Plaza (all 26 units in elderly/disabled building = 1BR **elderly** {3-**H/C**})

Lakota Place (all 8 units - **H/C** 2BR)

Houses 156 (7-**H/C** units)

J.O. Smith Villas (all 20 units - 1BR **elderly-H/C**)

Eastcrest - 34 units (**family, elderly-H/C**; 12-1BR Elderly {2 H/C}; 12-2BR family; 8-3BR family; 2-4BR family)

Cheraw

Fred Harris - 30 units (**family, elderly, & H/C**; 12-1BR elderly {1-H/C}; 10-2BR family; 8-3BR family)

Miller Ingram - 46 units (**family & elderly**; 18-0 BR Elderly; 12-1BR; 8-1BR; 8-3BR)

John Motley - 30 units (**elderly**; 12-0BR; 18-1BR)

Marlboro County

Clio East - 55 units (**family & elderly**; 13-1BR {4-Elderly & H/C} {3-Elderly} {6 Family} 26-2BR family; 16-3BR family)

Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered, to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above. (24 CFR §880.612a)

Buildings Designated for Disabled Only Housing:

Lakota Place has been approved by HUD as being *designated for persons with disabilities only*. In filling vacancies in this development, first priority will be given to disabled families. If there are no disabled families on the list, next priority will be given to elderly/near elderly families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

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

10.2 ASSIGNMENT OF BEDROOM SIZES

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	3
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero-bedroom units will only be assigned to one-person families. **Two adults will share a bedroom unless related by blood.**

In determining bedroom size, the Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

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

- A. Children of the same sex may/may not share a bedroom.

- B. Children of the opposite sex, both under the age of six (6) may share a bedroom.
- C. Adults and children normally will not be required to share a bedroom.
- D. Foster - adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines - A family may request a smaller unit size than the guidelines allow. The Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they may be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines - A family may request a larger unit size than the guidelines allow. The Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. **Disabled persons who are offered a handicapped accessible unit and turn it down for a non-accessible unit, will be required to sign a certification stating they understand that since they were eligible for a handicapped accessible unit and turned it down for a non-handicapped accessible unit, they will not be eligible to be placed on a transfer list for a handicapped unit for a period of three (3) years.**

10.3 SELECTION FROM THE WAITING LIST

Selection among applicants with the same preference will be according to the oldest date and time of application. Waiting list classifications must be based on a verification and documentation. If it is determined that an applicant indicated a selection priority but does not have a verified or documented selection priority, the Housing Authority will notify the applicant in writing providing the reasons for the decision and the opportunity for an informal review of the determination.

Utilization of Deconcentration Policy will negate use of preferences. A note to the file will be made when using this policy for skipping applicants.

10.4 DECONCENTRATION POLICY

It is Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we may skip families on the waiting list to reach families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner by permitting the selection of applicants whose incomes are 31% - 79% of area median income.

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

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

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

Prior to the beginning of each fiscal year, we will analyze, as necessary, the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

10.5 DECONCENTRATION INCENTIVES

The Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

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

10.6 OFFER OF A UNIT

When the Housing Authority discovers that a unit will become available, we will contact the first **applicant** on the waiting list who has the highest **preference** for this type of unit

or development **or** whose income category would help to meet the deconcentration goal and/or the income targeting goal. An approved Reasonable Accommodation will take precedence on the type of unit available.

Local and ranking preferences, as well as, date and time of application are used to establish the order of placement on the waiting list. Preferences are granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences established by the PHA (PH Guidebook, Section 6.5).

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

In order to maintain an acceptable occupancy rate, additional applicants may be contacted via phone or by mail.

This verbal offer and the **applicant's** decision must be documented in the tenant file. If the **applicant** rejects the offer of the unit, the Housing Authority will send the **applicant** a letter documenting the offer and the rejection.

The above process shall not exceed ten (10) calendar days to complete.

The Housing Authority may elect to utilize a group briefing and unit offer process during periods where excessive vacancies occur. Applicants will be contacted by mail and advised of their responsibility to attend the orientation/unit offer briefing.

(For Cheraw & HCRAMC ONLY)

An applicant who refuses a unit offer due to medical/economic or other hardships (at the discretion of the Housing Authority) may notify the Housing Authority of a location that may better suit their housing needs. The Housing Authority may elect to allow the applicant to remain on the waiting list to accommodate the applicant's request.

10.7 REJECTION OF UNIT

In those areas where there is only one AMP/development (i.e., Cheraw and Clio), the Housing Authority will make two offers **per waiting list**; rejection of the **two offers** by the applicant will result in the applicant being removed from the list and will be made inactive.

In those areas where site based waiting lists (i.e., Florence with the exception of Eastcrest Apts. in McColl) are used, the applicant is allowed to have their name placed on two (2) separate waiting lists. The Housing Authority will make a maximum of **one** (1) offer for each site-based waiting list chosen by the applicant. Rejection of the offer by the applicant will result in the application being removed from the list and placed in an inactive status for the site rejected.

10.8 ACCEPTANCE OF UNIT

Prior to signing the lease all families (head of household) and other family members eighteen (18) and older will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, **lead based paint notification if applicable**, utility allowances, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification stating they have received these documents and they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file. Current schedule for routine maintenance charges is posted on the bulletin board.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease at time of move in. One executed copy of the lease will be furnished to the head of household and the Housing Authority will retain a copy of the original lease in the tenant's file.

The family will pay a security deposit upon acceptance of the unit or at the time of lease signing. The security deposit will be a set amount determined by the Housing Authority.

In exceptional situations, the Housing Authority reserves the right to allow a new resident to pay their security deposit in up to six (6) payments. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

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

11.0 ANNUAL INCOME, INCOME EXCLUSIONS FROM ANNUAL INCOME, EARNED INCOME DISALLOWANCE, AND DEDUCTIONS FROM INCOME

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

(24 CFR 509(b)(c), 24 CFR 960.255)

11.1 *INCOME*

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

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

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness **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 is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness **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 an investment **will be** included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income **shall** include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount; however, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.

- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay; however, lump sum additions such as insurance payments from worker's compensation are excluded.
- F. Welfare assistance.
 - 1. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - 2. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;

- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 6. Temporary, nonrecurring or sporadic income (including gifts). Sporadic income generally is defined as income that is neither reliable or periodic. A common factor in determining if income is truly sporadic or temporary is whether the family expects to receive income from this source again in the coming year;
 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, spouse, or co-head);
 9. Adoption assistance payments in excess of \$480 per adopted child;

10. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's (Department of Health & Human Services) Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of child care under the Child Care and Development Block Grant Act of 1990

- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Allowance paid to children of Vietnam or Korean veterans with spina bifida
- q. Amounts received under the Victims of Crime Act
- r. Allowances, earnings, and payments under the Workforce Investment Act of 1998
- s. Amounts received under the School Lunch Act, Child Nutrition Act or WIC
- t. Payments or distributions directed by the Seneca Nation Settlement Act of 1990
- u. Compensation received by Indian Veterans Housing Opportunity Act of 2010
- v. A lump sum or periodic payment received by an individual Indian pursuant to the class action settlement agreement in the case entitled Elouise Cobell vs. Ken Salazer
- w. Individual development account as provided by Assets for Independence Act
- x. Major disaster and emergency assistance received by individuals and families
- y. Per capita payments made from the proceeds of Indian Tribal Trust Settlements
- z. Payments from any deferred U.S. Department of Veterans Affairs disability benefits

The Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 EARNED INCOME DISALLOWANCE

Certain amounts will not be counted in determining a qualifying family's rent for a specific period of time. A qualifying family is one whose annual income increases as a result of:

- ◆ Employment of a family member who was unemployed for at least 12 months prior to employment;

- ◆ New or increased earnings during participation in an economic self-sufficiency or other job training program;
- ◆ New or increased earnings during or within 6 months after receiving Temporary Assistance to Needy Families (TANF).

EID is only available for households under lease. It is not applicable at admission. Only adult persons can qualify for the EID. Each adult can receive only one disallowance during his/her lifetime. A participant is eligible to receive EID a maximum of 2 years (24-calendar month period); two 12-month periods run consecutively regardless of breaks in employment. Year 1 is 100% deduction of increased earnings over the baseline (or former income); year 2 is 50% deduction of increased earnings over the baseline.

**For individuals qualifying prior to May 9, 2016, the old rules still apply.

11.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family (**head, spouse, co-head, or sole member who is 62 years of age or older**) or disabled family (**head, spouse, co-head, or sole member with disabilities**);
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income; 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. If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted. Allowable medical expenses may include:
 - ◆ Services of doctors and health care professionals
 - ◆ Services of health care facilities
 - ◆ Medical insurance premiums
 - ◆ Prescription/non-prescription medicines (prescribed by a physician)
 - ◆ Transportation to treatment (cab fare, bus fare, mileage)
 - ◆ Dental expenses, eyeglasses, hearing aids, batteries
 - ◆ Live-in or periodic medical assistance
 - ◆ Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The

allowance may include only the amount expected to be paid in the coming 12 months.

The PHA will accept printouts and/or statements from medical providers so long as there is no evidence of tampering apparent on the document. In cases of discrepancy or uncertainty for any reason the PHA will make 3rd party contact.

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 3. That has disability assistance expenses less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses equal to the total of these expenses less 3% of annual income.
- E. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education that are anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed 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.

11.5 OVER INCOME LIMITS POLICY (PIH NOTICE 2019-11 HA)

Public Housing Over-Income Limit Policy under the Housing Opportunity Through Modernization Act of 2016 (HOTMA) PIH-2019-11(HA)

When the PHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the PHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income reexamination *on that date one year later*.

PHAs are required to begin tracking these actions once a family's income exceeds the applicable over-income limit. The PHA will give written notification that after a family's income has exceeded 120 percent of the area median income (AMI) for one consecutive year (the "grace period"), the PHA must charge the family a monthly rent equal to the greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations.

The form HUD-50058 actions that would trigger the one-year grace period are (2) = Annual Reexamination and (3) = Interim Reexamination.

Written Notifications/Tracking 1-Year Grace Periods

After the initial over-income finding by the PHA, the family's income exceed the over-income limit, the PHA must provide written notification to the family. This notification must inform the family that their income has exceeded the over-income limit, and if the family's income continues to exceed the over-income limit for the **next 12 consecutive** months, (1) year, the PHA must charge the family a monthly rent equal to the greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations.

If a PHA discovers through an annual or interim reexamination that a *previously* over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions.

A previously over-income family would be entitled to a new one-year grace period if the family's income once again exceeds the over-income limit.

PHAs must ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other disabilities.

If one year after the initial over-income finding by the PHA, the family's income continues to exceed the over-income limit, which is 120 percent of the area median income the tenant will no longer be qualified for flat rent.

The PHA reserves the right to exempt the over-income limit operating fewer than 250 public housing units who are renting to over-income families because there are no income-eligible families on the PHA's waiting list or applying for public housing.

The PHA must ensure effective communication using appropriate auxiliary aids and services, such as interpreters, transcription services, brailled materials, large print, and accessible electronic communications, in accordance with Section 504 and ADA requirements. 24 C.F.R. §8.6 and §8.28; 28 CFR part 35, Subpart E. This includes the availability, free of charge, of sign language or other types of interpretation.

For persons with vision impairments, upon request, this may include materials in braille or on tape.

See Charts for Current Fiscal Year Income Limits.

12.0 VERIFICATION

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

Note-1: The PHA will document its attempts to obtain third party verification in accordance with HUD guidance, then attempt to obtain other acceptable forms of verification.

Note-2: Verification of Assets: (Checking and Savings Accounts) The PHA will accept bank statements when a 6-12 month average balance is identified on the statement, or in cases of quarterly statements, at least two statements are provided, without seeking to obtain further verification. (An asset amount of \$1.00 or more must be entered on the HUD-50058 report under asset income, 6a.) (Reference PIH 2016-05)

Note-3: Family Declaration of Assets equals to or less than \$5000: The PHA must obtain third party verification of all family assets upon admitting a family to the Public Housing Program and then again at least every 3 years thereafter. During the intervening annual reexaminations, the PHA has the discretion under this provision to accept self certification that it has total net assets equal to or less than \$5000, without taking additional steps to verify the accuracy of the declaration. The family's self certification of total assets must show each asset and the amount of the income expected from that asset.

12.1 VERIFICATION HIERARCHY

1. **The Verification Hierarchy.** Housing Authorities should begin with the highest level of verification techniques.

Housing Authorities are required to access the EIV system and obtain an Income Report for each household. The Housing Authority is required to maintain the Income Report and ICN (Income Certification Notice) in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, the Housing Authority should attempt the next lower level verification technique, as noted in the following chart.

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of new applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written third Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	Medium-Low (Mandatory if written third party verification documents are not available or rejected by the Housing Authority; and when the

		applicant or tenant is unable to provide acceptable documentation)
2	Oral Third Party Verification	Low (Mandatory if written third party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

EIV SYSTEM

The EIV System is a web-based application, which provides PHA's with employment, wage, unemployment compensation and social security benefit information of individuals who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with Social Security Administration (SSA) and U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth, and social security number) reported on the form HUD-50058.

PHAs are required to review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed.

The Housing Authority will also use the EIV System for an Existing Tenant Search to determine if the applicant has been previously assisted with another agency.

All PHA staff who have a need to access the EIV system, is required to complete and submit the EIV Access Authorization Form & Rules of Behavior and User Agreement. The user's access must be approved by the PHA Executive Director or designee in order for the local HUD office to process all EIV access requests. Individuals who will not directly access the EIV system, but will have access to the EIV data in printed or electronic form is also required to complete the EIV Access Authorization Form & Rules of Behavior and User Agreement and maintain on file (do not submit the form to the local HUD office).

Use of EIV Income Report as 3rd Party Verification:

- EIV = UIV
- Do not use EIV to calculate annual income for current re-exams - the data is too

old.

- Supplement EIV with tenant-provided documents
- Use **CURRENT INCOME DOCUMENTS FOR INCOME CALCULATIONS**

IVT (Income Verification Tool)

- Use as 3rd party verification
- Do not use to calculate income for current re-exams

Mandated EIV Use: Required for File Documentation:

Maintain the following documents in the tenant file:

- **Annual Reexams:** EIV Income Complete Report, current acceptable tenant-provided documentation, and if necessary, traditional 3rd party verification.
- **Interim Reexams:**
 - **No Income Discrepancy:** Print ICN page
 - If there is an **Income Discrepancy or late reporting of income**, an EIV Income Report and Income Discrepancy must be printed and placed in the file.
 - Include current acceptable tenant-provided documentation, and if necessary, traditional 3rd party verification.
- Within 120 calendar days of the PIC submission date for each new admission and historical adjustment transaction, the PHA is required to:
 - Review and maintain EIV report in tenant file
 - Resolve any income discrepancy within 60 calendar days of EIV Income Report date

Required Monitoring of EIV Reports:

Monthly:

- Deceased Tenants Report
- Identity Verification Report
- Immigration Report

Quarterly:

- Income Discrepancy Report (only when available in EIV)
- Multiple Subsidy Report
- New Hires Report
 - Only if the interim increase policy is in effect which modifies family rent

Income Discrepancy Resolution:

- Compare EIV-reported and tenant-reported income information
- Identify unreported/underreported income sources and/or amounts
- Request documentation from tenant

- If tenant is unable to provide documentation, PHA is required to request traditional 3rd party verification
- If applicable, determine retroactive rent
- The tenant must be provided an opportunity to contest the PHA's determination
- The tenant must be provided a 30-day notice period prior to the termination, denial or suspension.

EIV Record Retention Requirements:

PHAs may maintain EIV records for a period not to exceed:

- 3 years from the EOP date; or
- After an expiration period of all possible judicial appeals (ex: 7 years after debt is satisfied)

How Erroneous EIV Information is Corrected:

Sometimes the originator (source) of EIV information makes an error when submitted or reporting information. HUD cannot correct erroneous EIV information. Only the originator can correct erroneous information. Refer tenant to the source of the information.

- **Originators of EIV Information**
 - Employment & Wage Information - the employer
 - Unemployment benefit information - the local State Workforce Agency (SWA)
 - Social Security (SS) and Supplemental Security Insurance (SSI) benefit information - the SSA
 - Debts owed to PHAs and termination information - the PHA

Identity Theft:

Seemingly incorrect EIV information may be a sign of identity theft. Someone else may be using an individual's SSN, either on purpose or by accident. Tenants should file an identity theft complaint with the local police department or Federal Trade Commission (FTC) by calling (877) 438-4338 or visit the FTC website at www.ftc.gov.

EIV SECURITY

The data in EIV contains personal information on individual participants which is protected under the Federal Privacy Act. The information in EIV may only be used for limited official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.

EIV access should be restricted only to persons whose duties or responsibilities require access. EIV data should be maintained in secure areas. These include, but are not limited to, locked containers of various types, locked rooms and locked buildings. Access to the areas where EIV data is maintained should be limited even during regular work hours.

Users should retrieve computer printouts as soon as they are generated so that EIV data is not left lying unattended in printers where unauthorized users may access them. A computer should never be left unattended with EIV data displayed on the screen.

It is essential that the methods used to dispose of records are thorough, such as shredding or burning.

Security awareness training is a crucial aspect of ensuring the security of the EIV system and data. All employees having access to EIV data should be briefed at least annually on the security policy and procedures that require their awareness and compliance.

EIV DISCLOSURE POLICY

- The Federal Privacy Act (5 USC 552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of the individual.
- EIV data of an adult household member may not be shared with another adult household member unless written consent has been provided.
- PHAs are not prohibited from discussing with the HOH and showing the HOH how the household's income and rent was determined based on the total family income reported and verified.
- EIV information may **only** be used for determining eligibility and level of assistance for PIH rental assistance programs.
- PHAs are authorized to disclose EIV data to the:
 - Individual to whom information pertains to
 - Receiving PHA under portability
 - Federal, State, or local court upon receipt of a court order (subpoena)
- PHAs are authorized to disclose EIV data to:
 - Internal and external auditors
 - For audit-related purposes only
 - Lawyers, court personnel, and other agency personnel associated with grievance or judicial proceedings relating to independently verified unreported income identified through EIV
- Notify HUD in writing of all court-ordered requests for EIV information



U.S. Department of Housing and Urban Development
Office of Public and Indian Housing (PIH)



RHIP
RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: *If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.*

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

What are the penalties for providing false Information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/eiv/eivprograms.html#v/cdm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature

Date



U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 04/30/2023.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA: Housing Authority of Florence Post Office Drawer 969 / 400 East Pine Street Florence, South Carolina 29503	I hereby acknowledge that the PHA provided me with the <i>Debts Owed to PHAs & Termination Notice:</i>	
	Signature	Date
	Printed Name	

12.2 **VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

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

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

If the Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination. (CFR 5.514(a))

12.3 **VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, the Head of Household and each family/household member **MUST present** acceptable documentation with social security numbers (see ACOP section 8.2(D) for additional information). New family members must provide this verification prior to being added to the lease.

12.4 TIMING OF VERIFICATION

Verification information must be dated for the following type of actions with the time limits below:

Application - current within 30 calendar days
 New Admission (move-in) - current within 90 calendar days
 Annual Recertification - current within 120 calendar days
 Interim Recertification - current within 10 calendar days

If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

(Note: changes supported by PH Occupancy guidebook)

12.5 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. If during review or file audit a missing social security number is determined, it may be requested at any time.

12.6 EIV VERIFICATION

The Housing Authority will be using the EIV System (or other system as determined by HUD) which is a HUD-provided Internet-based wage and benefit tool that allows the Housing Authority to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

12.7 EIV SECURITY PROCEDURES

Security procedures will be followed as in accordance with HUD published EIV Security Procedures Manual.

12.8 VERIFICATION OF REQUIRED FORMS

All required forms will be signed, dated, and placed in the file during the Application process; a “Signature Sheet” will be used at New Admission and Annual Recertification for receipt of required forms in lieu of filing an actual copy of the documents required by HUD to be provided to all residents and retained in residents file throughout residency.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo **but must have annual composition completed each year.**
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

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

The family will pay the greater of the total tenant payment or the minimum rent, but never more than the flat rent.

13.3 MINIMUM RENT

The Housing Authority has set the minimum rent. The minimum rent amount is \$50.00 and applies to the following Authorities: The Housing Authority of Florence, The Housing Authority of Cheraw, and the Housing and Community Redevelopment Authority of Marlboro County. However, if the family requests a hardship exemption, (“hardship” to be approved by the Executive Director), the Housing Authority will

immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
 2. When the family would be evicted because the family is unable to pay the minimum rent excluding any other charges;
 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals: The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The Housing Authority has set a flat rent (consistent with HUD requirements) for each public housing unit. In doing so, Fair Market Rents are considered. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be

given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Housing Authority will post the flat rents at each of the developments and at the central office.

13.5 CEILING RENT

Not in use at this time. May be considered at a later date.

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

The required methodology for calculating Public Housing rents for mixed families is to use the established flat rent applicable to the units.

Under this rule, PHA's must complete the following:

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

(Note: When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP. A warning message will appear when the family's TTP is entered into field 10p of PIC. This warning message is a workaround for purposes of implementing this provision.)

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of

termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

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

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.7 UTILITY ALLOWANCE

The Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Allowances will be evaluated at least annually as well as any time utility rates significantly change.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant.

For Housing Authority paid utilities, the Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority will be billed to the tenant monthly for the Creekside location.

Families with high utility costs are encouraged to contact the Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

13.8 PAYING RENT

The Housing Authority does not negotiate unpaid rent balances that are delinquent after the 5th of the month for current assisted residents. The only exceptions would be an Administrative error or a Temporary Hardship approved by the Housing Manager and the Executive Director.

Please find below actions taken for unpaid rent:

- Rent is due on the 1st of each month.
- Rent is considered delinquent after the 5th of the month. If the 5th falls on a Friday, Saturday, Sunday, or Monday (if a holiday), the rent will be considered late after 8:00 a.m. on the next business day following the 5th of the month. A late charge of \$20.00 is applied to the residents' account balance. No additional late notice will be given.
- If rent is not paid by the 18th of the month, file for eviction of non-payment of rent with the magistrate court. If the 18th falls on a Friday, Saturday, or Sunday, proceed the following Monday. A court cost fee is applied to the residents account balance. A check requisition is submitted to Finance for request of payment to be sent to the magistrate court.
- If the resident has not paid within 10 calendar days from the 18th or the date the eviction was filed, and the resident has not requested a hearing with the magistrate court nor the Housing Authority; then file a Writ of Ejectment for set out proceedings with the magistrate court between the 28th and the 31st of the month. A charge is applied to the residents account balance. A check requisition is submitted to Finance for request of payment to be sent to the magistrate court. Once the resident has been served there will be no partial payments accepted. The account balance must be paid in full along with the next month's rent with a certified check or money order. When the account balance is still unpaid and the set out has been confirmed, terminate the Lease. Any deviation from this policy must be approved by the Housing Manager.

Rent and other charges are due and payable on the first day of the month. As a safety measure, no cash shall be accepted as a rent payment.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$30.00 for processing costs. In the case of a returned check, the Housing Authority will no longer accept payments by check.

PLEASE NOTE: The late fees as stated above do not apply to Indian Creek or Pelican House; Magistrate fees are set by the local areas and will vary by areas/counties. Please refer to local information.

14.0 COMMUNITY SERVICE AND SELF SUFFICIENCY PROGRAM

14.1 HOUSING AUTHORITY STRATEGY

The Housing Authority Management's approach to encourage, assist and facilitate its residents to engage in activities and programs designed to move them from economic dependency to economic self sufficiency, requires the incorporation of self sufficiency activities into the administration of the Community Service Program.

This approach serves as an incentive to the residents by enabling them to satisfy the requirements of the program as they attain skills and experience that will aid their efforts to improve their quality of life.

14.2 COMMUNITY SERVICE PROGRAM

In order to be eligible for continued occupancy, each adult family member must either: (1) contribute eight hours per month or 96 hours per year of community service (not including political activities) within the community in which the public housing development is located; or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement.

14.3 COMMUNITY SERVICE EXEMPTIONS

The following adult family members of tenant families are exempt from Community service requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled as defined by HUD regulations
- C. Family members who are the primary care giver for someone who is blind or disabled as defined by HUD regulations
- D. Family members engaged in work activity as defined by HUD regulations
- E. Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work, SNAP, and AFDC/TANF/FI and who are in compliance with that program. (PIH 2009-48, 24CFR 960.605)

14.4 NOTIFICATION OF THE REQUIREMENT

During the orientation and lease briefing, the Housing Authority staff shall notify all family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims. Upon verification family members eligible for exempt status are instructed to contact management if their exempt status has changed.

The notification will advise all non-exempt family members that their community service obligation will begin upon the first day of the month after the day in which the lease is signed.

Exempt family members, who lose their exempt status, will be notified that the effective date of their community service obligation will begin the first day of the month after the day in which the exempt status was removed. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.5 VOLUNTEER AND SELF SUFFICIENCY OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

Self sufficiency programs are programs designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority may coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions. The Housing Authority may also coordinate with local service agencies to offer self sufficiency workshops and activities on site for residents within its communities. Family members attending or participating in these workshops or activities will have these hours applied toward their service requirements.

Together with the community associations, the Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.6 COMMUNITY SERVICE REQUIREMENT REVIEW

In accordance with 24 CFR 960.605 the Housing Authority will review the status of each family member for compliance with the service requirements no later than 30 calendar days prior to the expiration of the current lease, or at other times during the year as determined by the Housing Authority management. To assist family members in

complying with the service requirements the Housing Authority may do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Accept a Resident's signed self-certification by using Public Housing form HA2074-M,R,I (self-certification is subject to 3rd party verification).

14.7 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

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

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease may not be renewed or may be terminated.

14.8 OPPORTUNITY FOR CURE

The Housing Authority will offer the **head of household or** family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the head of household or family member(s) agrees to enter into an economic self-sufficiency program or agrees to perform community service for as many hours as needed to satisfy the compliance requirement for the past twelve (12) months. The agreement shall state that the head of household or family member will have 12 months to complete the agreement. Community Service hours completed under the agreement will be an addition to the eight (8) hours per month required by the Community Service Program.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by their next annual reexamination, the Housing Authority may take action to terminate the lease. The requirement to complete the agreement is not waived if during the period of the agreement the head of household or family member becomes exempt from the program for reasons other than a disability that would prevent them from performing community service.

15.0 RECERTIFICATIONS

At least annually, the Housing Authority will conduct a re-examination of family income and circumstances. The results of the re-examination determine: (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size. Recertification appointments will occur at least once every twelve (12) months in accordance with HUD regulations, and may not necessarily occur at the same month each year.

Annual re-certification **must** be done on or before the anniversary date of the Public Housing Lease for all residents in the Public Housing Program. **However, full reexamination and redetermination of income must be performed at least every 3 years for fixed income households. Income determination may be performed by applying to a verified source of income a cost of living adjustment (COLA) for fixed income households.** Residents must report to the PHA all changes in income, any additions or deletions of household members, and deduction changes (such as child care). Residents will be notified in writing **of the re-certification** at least 120 calendar days prior to the anniversary date of the Lease. Residents will be given an appointment for re-certification. Cancellation and rescheduling of an appointment will be permitted; however, only one rescheduled appointment will be allowed. Failure to re-certify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of assistance. Residents will be provided with written notification at the end of the reexamination that will indicate all changes to the Lease or previous adjustments.

15.1 GENERAL

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual re-examination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms, if applicable, for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The

letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority taking eviction actions against the family.

15.3 *FLAT RENTS*

The annual recert letter to flat rent payers regarding the re-examination process will state the following:

- A. Each year at the time of the annual re-examination, the family has the option of selecting a flat rent amount in lieu of completing the re-examination process and having their rent based on the formula amount.
- B. The amount of the flat rent.
- C. **Rent Calculation** sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income re-examination process every three (3) years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a re-examination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Housing Authority will **conduct** a re-examination **interview** with the family offering the choice between a flat or formula rent. The opportunity to select the flat rent is available **at recert or a decrease in family income**. At the appointment, the Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Housing Authority representative, they may make the selection on the form and return the form to the Housing Authority. In such case, the Housing Authority may cancel the appointment.

15.4 *THE FORMULA METHOD*

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

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

The total tenant payment is equal to the highest of:

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

The family will pay the greater of the total tenant payment or the minimum rent but normally never more than the flat rent. (See Over Income Policy)

15.5 *EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RE-EXAMINATIONS*

The new rent will generally be effective upon the anniversary date with thirty (30) calendar days' notice of any rent increase to the family.

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

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

15.6 *INTERIM RE-EXAMINATIONS*

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

Families will be required to report any increase **or decrease** in income or decreases in allowable expenses between annual re-examinations. **Adjustments are effective upon verification.**

Families are required to report the following changes to the Housing Authority between regular re-examinations: If the family's rent is being determined under the formula method, these changes will trigger an interim re-examination. The family shall report these changes within ten (10) calendar days of their occurrence.

- A. A member has been added to the family since Admission through birth (birth certificate), adoption (legal adoption records), or court-awarded custody (court and/or military issued documents).

- B. A household member is leaving or has left the family unit [agreeable (both parties are present or notarized statement) or non-agreeable (Ref: SC State Landlord and Tenant Act)].
- C. Increases in family income (Household income is subject to change only if increase of \$200 or more per month).
- D. Decreases in family income.

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Housing Authority may schedule interim re-examinations every ninety (90) calendar days until the income stabilizes and an annual income can be determined.

15.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS

If the PHA finds that the resident misrepresented or failed to report accurate income information at either an Annual or Interim Re-certification, or did not report such information in a timely manner, so that the rent being paid is less than what should have been charged, then the PHA will apply a rent increase retroactively. The rent increase will be effective the first of the following month in which the family should have received notice of the new rent amount.

If the information is reported within the required time limits and this is a result of an increase, then the rent increase will be effective the first of the second month following the change.

If the new rent is a decrease and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

If the new rent is a decrease and the delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed. **Adjustments are effective upon current verification.**

(Note: changes supported by PH Nan-McKay master book-Section 8.2 & PH Occupancy guidebook)

15.8 AUDITS

The authority will conduct random audits of files to include verification of income, deductions, utility allowances or other factors that affect TTP (Total Tenant Payment). In cases where a computation adjustment is necessary, regardless of cause, the authority will process an appropriate adjustment.

In accordance with 24 CFR 5.236(b)(3), PHA's are required to compare the information on the EIV reports with the family-reported information on form HUD-50058.

The PHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations (PIH 2018-18).

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority's deconcentration goal or for access to a single-family house.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

The order of priority of transfer status is as follows:

Category 1: **Emergency Transfers.** These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Transfers in this category are:

- a. Situation involving defects of the unit or building that threatens the health and safety of the tenant or family member.
- b. Serious health condition of a tenant or family member where immediate transfer to another unit is certified by a health care or mental health professional to be required to abate or manage the medical problem (i.e. reasonable accommodation).
- c. Protection of a victim or witness of a crime.
- d. Protection of victims in accordance with the Violence Against Women and Justice Department Reauthorization Act of 2005, HUD Form 5381.
- e. Loss of the unit due to fire or natural disaster. **Note: a transfer will not be offered in cases where a fire was caused by the tenant.**

Emergency Transfers

HUD regulations regarding transfers are minimal, leaving it up to the PHA to develop Reasonable transfer policies.

The PHA may require that a resident transfer to another unit under some circumstances. For example, the PHA may require a resident to transfer to make an accessible unit available to a disabled family. The PHA may also transfer a resident in order to maintain occupancy standards based on family composition. Finally, a PHA may transfer residents in order to demolish or renovate the unit.

A transfer that is required by the PHA is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Housing Authority must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

The following are considered emergency circumstances warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health, or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, and serious water leaks.

A verified incident of domestic violence, dating violence, sexual assault, or stalking. For instances of domestic violence, dating violence, sexual assault, or stalking, the threat may be established through documentation outlined in Section 21.0, or any proof accepted by the Housing Authority.

The Housing Authority will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The HA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. If an internal transfer to a safe unit is not immediately available, the Housing Authority will assist the resident in seeking an external emergency transfer either within or outside the Housing Authority's programs.

Emergency Transfer Procedures

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the Housing Authority will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the Housing Authority will transfer the resident to the first available and appropriate unit after the temporary relocation.

In the event the emergency transfer is the result of circumstances or actions beyond the control of the Housing Authority, the resident will be referred to the appropriate emergency agency for lodging. (For example: Short-term actions conducted by utility providers). In these instances, the Housing Authority will not bear the costs of temporarily transferring the resident.

Emergency transfers that arise due to maintenance conditions are mandatory for tenant.

Category 2: **Administrative Transfers.** These transfers are necessary to enable the Authority to maintain compliance with federal, state, HUD and Housing Authority rules, regulation, laws and policies. Transfers in this category will also be made to facilitate modernization of units and implementation of the Housing Authority's deconcentration goals. Transfers in this category are made to:

- a. Meet the needs of tenants requiring accessible features.
- b. Correct occupancy standards where the unit size is inappropriate for the size and composition of the family.
- c. Enable modernization work to proceed.

INCENTIVE TRANSFER (See 16.5 for more details)

- d. Give priority to families agreeing to assist the Housing Authority in meeting its goal of deconcentration of very low and extremely low incomes households within a development.
- e. Provide for incentive for working families in accomplishing the Housing Authority's objective of preparing targeted families for homeownership.

Category 3: **Regular Transfers.** These transfers are routine requests made by the tenant for personal reasons, or directed by the Housing Authority management to solve a management related situation or problem.

- a. Tenant request based on non-emergency but medically advisable transfers.
- b. Tenant request for another unit within the same development for personal reasons (Tenants requesting transfer to another development must be placed on the site based transfer waiting list for that development).
- c. Transfers requested by the tenant or determined by the Housing Authority to be the best way of resolving a management or resident related problem.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer. Category 1 and 2 requests submitted by a family due to health conditions or the need for accessible features must be

accompanied by letter from a health care or mental health professional certifying to the urgency and need of the transfer.

16.4 VASH - VETERANS AFFAIR SUPPORTIVE HOUSING

Refer to HCV Administration Plan (PIH 2018-07)

16.5 INCENTIVE TRANSFERS

The Housing Authority will offer two categories of Incentive Transfers to support its goals of encouraging a balance mix of incomes within the developments, and preparing the universe of families that it currently serves, or will serve for homeownership. The transfers are:

- A. Deconcentration Transfer: Targeted families currently assisted by the Housing Authority will be encouraged and approved for transfer from a development where their income category (below or above 30% of area median income) predominates into a development where their income category does not predominate.
- B. Homeowner Incentive Program: To encourage and prepare families to adjust to the responsibilities of homeownership, targeted families living in multifamily developments or on the waiting lists will be offered an opportunity to transfer or move into Authority owned single family housing (**when available**).

The Housing Authority will consider only current tenants in “Good Standing” as defined by paragraph **16.8** below for transfer under its Deconcentration Policy.

Selection for participation in the HIP (Homeowner Incentive Program) if available, will be made from current tenants, in good standing, and applicants on the waiting list, who have expressed a desire to participate in the program. Applicants on the waiting list must meet all eligibility and suitability requirements for admission into housing. Current tenants and applicants selected from the waiting list must also meet the following requirements to be eligible for participation in this program.

- A. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least 20 (twenty) to 35 (thirty-five) hours per week. The purpose of this is to establish sufficient income to support the higher utility and maintenance costs associated with scattered sites.
- B. Sign a Memorandum of Understanding agreeing to mandatory lease termination and transfer out of the HIP unit, if not economically self sufficient after five (5) years, fail to participate in economic self-sufficient activities and programs, or fail to maintain the requirements outlined in the selection criteria.
- C. Adult family members who are required to perform community service are current in these responsibilities.

16.6 ***PROCESSING TRANSFERS***

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

Transfers in category 1, will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 2 will be housed ahead of transfers in category 3. The Housing Authority at its discretion may house a family in category 2, ahead of other families, including those on the applicant waiting list if circumstances require such action.

Elderly tenants currently assisted by the Housing Authority and living in family non-elderly developments requesting transfer into units or developments designated for the elderly, will be housed ahead of individuals on the waiting list.

Once a tenant accepts a transfer offer and receives keys to the new unit, the tenant will be given three (3) calendar days to vacate the old unit. Once the keys to the old unit are turned in to management, new lease up documents will be signed and completed within five (5) calendar days of receipt of old keys. The prorated rent and other charges will be billed to the new unit account.

Unit transfers will be offered ONLY once. Families who reject unit offers will be removed from the Transfer Waiting List and an administrative fee may be charged.

When a transfer is offered to further the Housing Authority deconcentration goal and the family rejects offer, the family will maintain their place on the transfer list and will not be penalized.

When the transfer is required by the Housing Authority, refusal of the offer without good cause will result in lease termination.

When the transfer has been requested by the resident, the refusal of that offer without good cause (determined by the Executive Director) will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.

Demolition and renovation transfers will gain the highest priority as necessary to allow the Housing Authority to meet the demolition or renovation schedule.

Transfers will take precedence over waiting list admissions.

16.7 ***COST OF THE FAMILY'S MOVE***

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable. A transfer will not be offered in cases where a fire was caused by the tenant.

The authority may pay reasonable moving expenses related to a transfer as a result of a move to provide an accommodation to a tenant with a disability. Any expense incurred must be pre-approved by the authority. A receipt documenting necessary expenses or other acceptable documentation, as deemed acceptable by the authority must be submitted for payment or reimbursement. The authority will consider only those expenses shown to be both reasonable and necessary to accomplish the transfer. Any request for payment must be submitted no later than thirty (30) calendar days from the date of transfer.

The reasonable cost of the transfer will be the responsibility of the Housing Authority in the following circumstances:

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

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

16.8 TENANTS IN GOOD STANDING

Transfer in Category 2 or 3, which are requested by a family, will not be approved if the family is not in good standing with the Housing Authority. Upon receipt of the request, management will conduct a review of the applicant's tenancy covering the past two (2) years. Approved tenant will be placed on the waiting list; disapproved tenants will be offered an opportunity to utilize the grievance procedures.

After approval of the request, if the tenant engages in behavior or actions that result in a determination of "not in good standing", they will be notified by letter that their name has been removed from the transfer waiting list. A tenant in good standing must:

- a. Have been a tenant for a minimum of twelve (12) months.
- b. The family is current in the payment of all charges owed the Housing Authority and has **not paid rent late more than** four (4) times during a twelve (12) month period; or delinquent to the magistrate four (4) times in a twelve (12) month period.
- c. The family passes a required transfer inspection and does not have any record of housekeeping problems during the last year;

- d. The family has not materially violated the lease over the past two (2) years by disturbing the peaceful enjoyment of their neighbors, by threatening the health or safety of tenants or Housing Authority staff.

Management, at its discretion, may waive this requirement for Category 2 and 3 transfers required due to management actions.

16.9 TRANSFER REQUESTS

A tenant may request a transfer at any time by submitting a written request. In considering the request, the Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner and if a meeting is desired, it must contact the tenant within thirty (30) calendar days of receipt of the request to schedule a meeting.

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

16.10 RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY

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

17.0 INSPECTIONS

An authorized representative of the Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority file and a copy given to the family member. An authorized Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges. The resident's security deposit can be used to offset against any tenant damages to the unit.

17.1 NOTICE OF INSPECTION

For inspections defined as annual inspections, special inspections, and housekeeping inspections, the Housing Authority will give the tenant at least twenty-four (24) hours written notice.

17.2 MOVE-IN INSPECTIONS

The Housing Authority and an adult member of the family will inspect the unit prior to occupancy. Both parties will sign a written statement of the condition of the unit. A

copy of the signed inspection will be given to the family and the original will be placed in the tenant's file.

17.3 INSPECTIONS

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

17.4 RANDOM INSPECTIONS

A Random Inspection is a signed agreement where the Housing Authority may inspect one's public housing unit randomly after a failed inspection, but not to exceed six (6) months. Random inspections are not scheduled with the resident. Random inspections allow the management staff to inspect a property without notice. Pictures may be taken.

17.5 PREVENTATIVE MAINTENANCE INSPECTIONS/ANNUAL INSPECTIONS

This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment. Deficiencies caused by tenants will be reported to Housing Management staff.

17.6 SPECIAL INSPECTIONS

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

17.7 EMERGENCY INSPECTIONS

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

17.8 PRE-MOVE-OUT INSPECTIONS

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

17.9 MOVE-OUT INSPECTIONS

The Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY

DO NOT CONFUSE "PETS" WITH "SERVICE OR ASSISTANCE ANIMALS"

18.1 EXCLUSIONS

This policy **DOES NOT APPLY TO VERIFIED ANIMALS THAT ARE USED TO ASSIST PERSONS WITH DISABILITIES**. SERVICE & ASSISTANCE ANIMALS are allowed in all public housing facilities with ***NO RESTRICTIONS*** other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, clean and sanitary condition and must refrain from disturbing their neighbors' safe and peaceful enjoyment of the premises. The Housing Authority will require verification of the animal's assistive animal status via a Request for a Reasonable Accommodation. While no fees or deposits apply to *Service & Assistance Animals*, a *Service & Assistance Animal Permit* is mandatory.

18.2 PET POLICY FOR FAMILY/ELDERLY & DISABLED COMMUNITIES:

The purpose of this policy is, in accordance with section 31 of the United States Housing Act of 1937 (42 U.S.C 1437z-3), to permit pet ownership by residents of Multifamily Public Housing, subject to compliance with reasonable requirements established by the Housing Authority for pet ownership. This policy does not apply to those with animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities.

COMMON HOUSEHOLD PET: Defined as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. This definition shall not include animals that are used to assist persons with disabilities.

GUIDELINES:

In order to insure a safe and sanitary environment for all residents and provide for the ownership of pets in public housing communities, the following guidelines are established.

PERMIT:

Prior to admitting a pet into the family's unit and/or community, the resident's head of household must apply for a PET PERMIT. An Application for the Pet Permit

must be submitted to and approved by the Housing Management Office prior to introducing the pet into the household.

Tenants who have a documented history of poor housekeeping habits will not be approved for pet ownership and will be denied a Permit.

The Housing Authority reserves the right to check all references and gather such information deemed necessary to make an informed decision regarding the resident's request for a Pet Permit. This includes, but is not limited to, checking with prior landlords and neighbors, previous pet ownership history and the history of the pet to be obtained by the resident.

If the Housing Authority concludes that granting the Pet Permit would be inappropriate or ill-advised, the resident will not be granted a Pet Permit. In such cases the resident will be advised, in writing, of the reasons for the denial and may appeal the decision in accordance with the Grievance Procedures adopted by the Housing Authority.

This policy does not apply to Service & Assistance animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities. Applicants or residents requesting a Service & Assistance Animal Permit as a reasonable accommodation must request the actual Reasonable Accommodation from their Housing Manager.

REVOCAION OF A PET PERMIT:

The Housing Authority reserves the right to revoke a Pet Permit if the terms of this policy are violated; i.e. excessive damaged is being done to the dwelling unit; or housekeeping habits are found to be unacceptable.

REQUIREMENTS FOR OBTAINING A PET PERMIT:

Each application for a Pet Permit must contain the following information:

- 1. The anticipated size (weight) of the pet when acquired and at maturity. Anticipated size at maturity must be confirmed in writing by a Veterinarian. The mature size of pets MUST NOT EXCEED THIRTY (30) POUNDS.**
- 2. The type (species) and size of pet (dog, cat, bird, etc.).**
- 3. Dog: The breed (if purebred) or believed breeds (if mixed breed). Breeds that are known to have a vicious or aggressive disposition**

(such as Doberman, Pit Bulls, Chow, Rottweiler, etc.) or any mixture of these breeds will not be permitted.

4. **Age of Pet.** Due to age-related behavior, applications for young animals may be more closely reviewed.
5. **The name, address and phone number of one or more responsible persons who will care for the pet if the owner dies, is incapacitated or otherwise unable to care for the pet.**
6. **Current veterinary certificate showing spaying or neutering and current inoculations and name and address of the veterinarian.**

REFUNDABLE PET DEPOSIT:

Upon approval of the Pet Permit, the resident will pay a Two Hundred Dollar (\$200.00) refundable pet deposit. This deposit may be paid over a reasonable time (not to exceed three (3) months) upon approval of the Authority. The resident does not have to pay the full deposit prior to acquiring the pet. However, the initial payment on the deposit must be paid at the time the Permit is approved. The initial payment of One Hundred Dollars (\$100.00) must be paid up front, and the remaining payments may be made in three (3) monthly installments until the balance is paid in full.

Payment of the refundable pet deposit does not limit the resident's liability for damages that occur due to pet ownership. The Housing Authority reserves the right to recoup the costs of repairs if damages exceed the \$200.00 deposit. The pet deposit is to be refunded after inspection of the unit once the pet has been permanently removed -or- at the time of resident's move out.

MANDATORY PET RULES:

Upon approval of the Pet Permit, the resident will agree in writing to the following rules:

1. **Inoculations:** The resident will have the pet inoculated in accordance with State and local Laws and customary veterinary practices and provide the Housing Authority with evidence of compliance annually. Any deviation from this requirement must be supported by an explanatory statement from a veterinarian licensed to practice in the State of South Carolina, and the resident must take appropriate steps to isolate any excepted animals.
2. **Sanitary Conditions:** The resident will be responsible for cleaning and disposal of pet waste inside the apartment and on the grounds of the neighborhood in a timely manner. If, in the opinion of the Housing Authority, it becomes necessary to have the dwelling unit treated for infestation, sanitized, or carpets/floors cleaned

professionally, the resident pet owner will be required to provide evidence of such treatment within ten (10) calendar days of the date the notification was mailed. If such evidence is not forthcoming, the Housing Authority will arrange for the treatment and bill the resident. The amount will be due and payable in accordance with the Housing Authority's normal collection procedures.

3. **Identification and Rabies Tags/Licensing:** Dogs and cats must wear identification and rabies tags at all times. If State or Local Laws require licensing of the pet, the resident must obtain and maintain all required licenses.
4. **Pet Care:** The resident will provide the following at his/her expense: reasonable nutrition, grooming, exercise, flea and tick control, routine veterinary care, and all required inoculations. The resident must make reasonable efforts to keep their unit free of flea or tick infestation and keep their pets healthy.
5. **Housekeeping:** The resident pet owner will be subject to the housekeeping standards required of all residents at all times. Absolutely no consideration will be given to unacceptable housekeeping due to pet ownership.
6. **Damages:** Any damages to the interior or exterior of the resident pet owner's assigned dwelling unit will be the responsibility of the resident pet owner. Damages to other Housing Authority property or other resident's property will be the responsibility of the resident pet owner if caused by the resident's pet. Repeated occurrences will result in cancellation of the resident's Pet Permit, or in certain cases, termination of the resident's lease.
7. **Pet Supervision and Treatment:** The resident will not allow any pet to be tied to trees, shrubs, electrical wires, cables, porch or other fixtures at any time, with or without supervision. The resident will maintain the pet responsibly and, at all times, in accordance with applicable State and Local public health, animal control, and animal anti-cruelty laws and regulations.
8. **Dog Walks/Exercise Areas:** There are no designated dog walks/exercise areas within the Public or Assisted Housing Communities of the Authority. Any waste deposited by pets while on Housing Authority owned or managed property, must be immediately disposed of in a paper or plastic bag and placed in one of the community's dumpsters, or the garbage can assigned to the unit. Residents failing to dispose of waste properly or failing to remove waste will be charged a twenty-five dollar (\$25.00) fee. Repeated occurrences will result in cancellation of the resident's Pet Permit, or in certain cases, termination of the resident's lease.

9. **Additions/Alterations:** Residents living in multifamily developments will not build or otherwise alter the interior or exterior of their dwelling unit to create an enclosure for their pets. Residents in these developments are strictly prohibited from construction or installing a dog pen or dog house on the exterior of the unit to accommodate a pet.
10. **Restraint:** Residents will properly restrain their animals at all times when outside the dwelling unit and on Housing Authority property. **RESIDENTS MUST COMPLY WITH LOCAL LEASH LAWS.**
11. **Inspections:** Pet owners agree to **quarterly inspections** to ensure compliance with this policy. In addition, if there is a reasonable basis to believe that the resident is not complying with this policy, an inspection may be performed more often or the residents lease may be terminated.
12. **Maximum Number/Weight Limit of Pets:** No resident is allowed to have more than one (1) pet, except a maximum of two (2) birds, or an aquarium with a maximum of 20 (twenty) gallons capacity is allowed. No pet regardless of breed or type may exceed a maximum of thirty (30) pounds at maturity.
13. **Prohibited Pets:** The following animals are not allowed:
 - a. Reptiles
 - b. Birds of Prey
 - c. Pigs, regardless of type
 - d. Animals that would commonly be considered wild or dangerous.
 - e. Animals of any species which endanger the health, safety or the right of other residents.
 - f. Any animal that is not considered to be a common household pet by the Housing Authority.
14. **Spay/Neutering:** All female dogs over the age of six (6) months, and all female cats over the age of five (5) months, must be spayed. All male dogs over the age of eight (8) months and all male cats over the age of ten (10) months must be neutered.
15. Any deviation from the requirement to spay or neuter a pet (e.g., health problems of the pet prevents this procedure) must be supported by an explanatory statement from a veterinarian licensed to practice in the State of South Carolina. In the event a pet gives birth to a litter, the resident must take immediate and humane steps to reduce the number of pets to the permitted number as stated in this policy.
16. Pets must remain within the confines of the resident's own dwelling unit except when transiting common hallways and other areas enroute

to the outside. Pets are not allowed in Community Rooms, lobbies, offices or other areas designed for the use of the other residents and the public.

17. Any pet that is deemed to have an aggressive or vicious disposition will be removed from the premises. The Housing Authority Manager will make the decision. This is not considered a grievable situation.
18. Maintenance Calls to Homes with a Pet: If any maintenance call is requested at a home that houses a pet, and a member of the household is not going to be in the home at the actual time of the maintenance repair, the animal must be confined to a kennel or a room in the home that does not need to be accessed by the maintenance technician during the repair. This applies to all animals: cats, dogs, etc.

REGISTRATION AND ANNUAL RENEWAL OF PET PERMIT:

Residents, who have received approval of their *application* for a Pet Permit, shall register their pet with the Housing Management Office and receive the actual Pet Permit itself prior to bringing the pet onto Housing Authority Property. The following documents are required prior to bringing the pet on the property, will be updated annually, and will be maintained in the resident's file (may be included in the application for the Pet Permit).

1. A current color photo and description of the pet.
2. Veterinarian's certificate(s) of spaying or neutering and current inoculations (rabies, distemper combination, parvovirus (dogs), feline leukemia testing (cats), feline VRC (cats) and other applicable inoculations).
3. Current licensing certificates (if applicable).
4. Provision for emergency boarding.
5. Name of adult ultimately responsible for the pet.

The resident pet owner must update the veterinarian's certificate(s) of current inoculations annually and if applicable, licensing certificates. The resident must notify the Housing Authority promptly of any changes in this information. If the pet is not mature in the photo, a new color photo must be provided at maturity.

TEMPORARY CHANGES:

The resident pet owner must promptly notify the Housing Management if the pet is temporarily placed with another family, providing the name, address and telephone number of the family receiving the pet within the community. The temporary

family must comply with all terms of this Pet Policy, although the Pet Deposit requirement is waived if the length of stay is less than one (1) week.

Only pets classified, as “Common Household Pets” will be permitted in public or assisted housing units managed by the Housing Authority. Each application will be reviewed independently and decided upon on its own merits. The final decision rests with Housing Authority and the best interest of the majority of the residents will normally be the determining factor.

Residents found to be in non-compliance with any provision of this policy are subject to cancellation of their pet permit, or termination of the resident’s lease.

PET PERMIT “APPLICATION”

Family, Elderly & Disabled Communities

I, _____, a resident of the Housing Authority residing at _____ have been provided with a copy of the Pet Policy, have had the Policy explained to me, and request that I be allowed to bring a pet into my dwelling unit.

I hereby apply for a Pet Permit, I agree to abide by the terms and conditions of the Pet Policy, and I acknowledge receipt of a copy of the Pet Policy. I understand the Housing Authority may revise the Pet Policy (which will be posted in the Housing Management Office), and that I am responsible for complying with any changes. The following information is submitted in connection with this request:

1. Type of pet (dog, cat, bird, etc.) _____
2. If a dog, breed or believed breeds: _____
3. Size (weight): current _____; *anticipated mature weight: _____
*Anticipated size at maturity must be confirmed in writing by a licensed veterinarian.
4. Age: _____
5. Current color photo and other identification data: _____
6. Current Veterinary Certificates including:
 - a. Spaying/Neutering _____
 - b. Rabies tag no: _____
 - c. Distemper combination: _____
 - d. Parvo Virus (dogs) _____
 - e. Feline leukemia test (cats) _____
 - f. Feline VRC (cats) _____
 - g. Other Applicable inoculations (list)

7. Current license(s) certificate in compliance with State and Local Laws and ordinances (list) _____

8. Alternate caretaker

Name: _____

Address: _____

Telephone: _____

The Alternate caretaker must agree in writing to assume the responsibility of the pet if called upon to do so, by signing the statement below:

I do hereby accept ultimate responsibility for the pet as listed in items 1-8 above and agree to notify the Housing Authority promptly of any changes.

I further agree to release the Housing Authority and its personnel from any liability whatsoever and hold the Housing Authority blameless for any accidents, injury or damage as a result of this authorization given to me by the Housing Authority for this pet.

Resident Signature: _____ **Date:** _____

Alternate Caretaker: _____ **Date:** _____

Failure to provide all required information will result in disapproval of the request.

PET PERMIT

Family, Elderly & Disabled Communities

BASED ON THE PET PERMIT APPLICATION INFORMATION AND CERTIFICATIONS PROVIDED BY THE BELOW NAMED RESIDENT, AND HAVING RECEIVED \$ _____ WHICH IS DESIGNATED AS ___ FULL OR ___ PARTIAL PAYMENT OF THE \$200.00 REFUNDABLE PET DEPOSIT, PERMISSION IS HEREBY GRANTED TO:

NAME: _____

ADDRESS: _____

TYPE OF PET: _____

TO PROVIDE ACCOMMODATIONS FOR THE PET DESCRIBED IN THE PET PERMIT APPLICATION UNTIL SUCH TIME AS THIS PERMIT IS REVOKED IN ACCORDANCE WITH THE PROVISIONS OF THE PET POLICY, A COPY OF WHICH HAS BEEN PROVIDED TO THE RESIDENT.

SIGNATURE OF HOUSING MANAGER

DATE

Pet Deposit Payment Verification:

Received Payment in Full of \$200.00 on date: _____. Housing Manager's Initials: _____

- or -

Received Initial Payment of \$100.00 on date: _____. Housing Manager's Initials: _____

Installment #1: \$ _____ paid on date: _____. Housing Manager's Initials: _____

Installment #2: \$ _____ paid on date: _____. Housing Manager's Initials: _____

Installment #3: \$ _____ paid on date: _____. Housing Manager's Initials: _____

Initial Payment & 3 Installment payments totaling \$200.00 are now paid in full. H.M.'s Initials: _____

18.3 SERVICE & ASSISTANCE ANIMAL POLICY FOR SERVICE & ASSISTANCE ANIMALS APPROVED AS A REASONABLE ACCOMMODATION TO A PERSON WITH A DISABILITY:

SERVICE ANIMALS HAVE VERY LIMITED RULES AS THEY ARE “ONLY TRAINED DOGS”. THEY HAVE BEEN PROFESSIONALLY “TRAINED” TO DO A SPECIFIC DUTY OR TASK.

ASSISTANCE ANIMALS CAN BE “ANY ANIMAL” (CAT, DOG, BIRD, FERRETT, RABBIT, ETC.) INCLUDING THOSE WHO PROVIDE EMOTIONAL SUPPORT TO PERSONS W/DISABILITIES WHEN THERE IS A DISABILITY-RELATED NEED FOR SUPPORT.

Once you have established the requestor of the R.A. is disabled, *the only two (2) questions you can ask about a Service Animal* is:

- 1. Is the animal required due to a disability?**
- 2. What work or task has the animal been “trained” to do?**

We cannot require proof of training or certification and Service Animals can go anywhere the public is allowed (i.e., grocery stores, restaurants, movies, malls, etc.).

The *only two (2) questions you can ask about an Assistance Animal* is:

- 1. What “Barrier” has been caused by the disability?**
- 2. What “Barrier” can be removed by having this animal?**

The person must be disabled, there must be a disability-related need for the animal (nexus), and it must be reasonable for both service and assistance animals.

SERVICE & ASSISTANCE ANIMALS are allowed in all public housing facilities with *NO RESTRICTIONS* other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, clean and sanitary condition and must refrain from disturbing their neighbors’ peaceful, quiet, non-threatening environment. The Housing Authority will require verification of the animal’s assistive animal status via a Request for a Reasonable Accommodation. While no fees or deposits apply to Service & Assistance Animals, a Service & Assistance Animal Permit is mandatory.

Disabled applicants or residents requesting a Service & Assistance Animal Permit as a reasonable accommodation must first request and submit the actual Reasonable Accommodation Request Forms A & B to the Housing Manager and the request must be verified and approved by the 504 coordinator.

PERMIT:

Prior to admitting a service or assistance animal into the family’s unit and/or community, once the Reasonable Accommodation has been submitted to and approved by the 504/ADA Coordinator, the resident head of household must apply

for a SERVICE & ASSISTANCE ANIMAL Permit. An Application for the Permit must be submitted to the Housing Management Office.

REVOCAION OF A SERVICE & ASSISTANCE ANIMAL PERMIT:

The Housing Authority reserves the right to revoke a Service & Assistance Animal Permit if the terms of this policy are violated (e.g., excessive damaged is being done to the dwelling unit; housekeeping habits are found to be unacceptable; the animal is causing a disturbance to the safe and peaceful enjoyment of the premises; etc.).

A Service and/or an Assistant Animal request can be denied if: the animal poses a direct threat to health or safety of others or there is reliable objective evidence that particular animal (not the breed) would cause substantial physical damage to the property of others.

SERVICE & ASSISTANCE ANIMAL REFUNDABLE DEPOSIT:

Deposits and/or fees DO NOT APPLY to Service & Assistance animals.

MANDATORY RULES:

Upon approval of the *Service & Assistance Animal Permit*, the resident will agree in writing to the following rules:

1. **Inoculations:** The resident will have the service/assistance animal inoculated in accordance with State and local Laws and customary veterinary practices and provide the Housing Authority with evidence of compliance annually. Any deviation from this requirement must be supported by an explanatory statement from a veterinarian licensed to practice in the State of South Carolina, and the resident must take appropriate steps to isolate any excepted animals.
2. **Sanitary Conditions:** The resident will be responsible for cleaning and disposal of pet waste inside the apartment and on the grounds of the neighborhood in a timely manner. If, in the opinion of the Housing Authority, it becomes necessary to have the dwelling unit treated for infestation, sanitized, or carpets/floors cleaned professionally, the Housing Authority will arrange for the treatment and resident will be responsible for the charges.
3. **Identification and Rabies Tags/Licensing:** Dogs and cats must wear identification and rabies tags at all times. If State or Local Laws require licensing of the pet, the resident must obtain and maintain all required licenses.
4. **Service & Assistance Animal Care:** The resident will provide at his/her expense reasonable nutrition, grooming, exercise, flea and tick control, routine veterinary care, and all required inoculations. The resident must

make reasonable efforts to keep their unit free of flea or tick infestation and keep their animal healthy.

5. **Housekeeping**: The resident service or assistance animal owner will be subject to the housekeeping standards required of all residents at all times. Absolutely no consideration will be given to unacceptable housekeeping due to service or assistance animal ownership.
6. **Damages**: Any damages to the interior or exterior of the resident service or assistance animal owner's assigned dwelling unit will be the responsibility of the resident service or assistance animal's owner. Damages to other Housing Authority property or other resident's property will be the responsibility of the resident service or assistance animal's owner if caused by the resident's service or assistance animal.
7. **Service & Assistance Animal Supervision and Treatment**: The resident will maintain the service and assistance animals responsibly and, at all times, in accordance with applicable State and Local public health, animal control, and animal anti-cruelty laws and regulations.
8. **Dog Walks/Exercise Areas**: There are no designated dog walks/exercise areas within the Public or Assisted Housing Communities of the Authority. Any waste deposited by service or assistance animals while on Housing Authority owned or managed property, must be immediately disposed of in a paper or plastic bag and placed in one of the community's dumpsters, or the garbage can assigned to the unit. Residents failing to dispose of waste properly or failing to remove waste *cannot be charged a fee for proper disposal*; however, residents failing to dispose of waste properly or failing to remove waste may result in cancellation of the resident's Service or Assistance Animal Permit (removal of the animal), or in certain cases, termination of the resident's lease.
9. **Additions/Alterations**: Residents living in multifamily developments will not build or otherwise alter the interior or exterior of their dwelling unit to create an enclosure for their service or assistance animals. Residents in these developments are strictly prohibited from construction or installing a dog pen or dog house on the exterior of the unit to accommodate a service or assistance animal.
10. **Restraint**: Residents will properly restrain their animals at all times when outside the dwelling unit and on Housing Authority property. Residents must comply with local leash laws.
11. **Inspections**: Service & Assistance animal owners agree to quarterly inspections to ensure compliance with this policy. In addition, if there is a reasonable basis to believe that the resident is not complying with this policy, an inspection may be performed more often or the residents lease may be terminated.

- 12. Maximum Number/Weight Limit of Service & Assistance Animals:**
There is no limit and no weight restriction on service & assistance animals. Of course, if state or local law forbid certain animals (tigers, bears, etc.), then these animals will not be allowed in the unit.
- 13. Any service or assistance animal that is deemed to have an aggressive or vicious disposition will be removed from the premises. Any animal that has a history of dangerous behavior will not be allowed in the unit. The Housing Authority's Executive Director will make the decision. This is not considered a grievable situation. A particular animal (not the breed) can pose a direct threat.**
- 14. Maintenance Calls to Homes with Service/Assistance Animals:** If any maintenance call is requested at a home that houses a Service and/or Assistance animal, and a member of the household is not going to be in the home at the actual time of the maintenance repair, the animal must be confined to a kennel or a room in the home that does not need to be accessed by the maintenance technician during the repair. This applies to all animals: cats, dogs, etc.

Residents found to be in non-compliance with any provision of this policy are subject to cancellation of their service & assistance animal permit, or termination of the resident's lease.

REGISTRATION AND ANNUAL RENEWAL OF SERVICE & ASSISTANCE ANIMAL PERMIT:

Residents, who have received approval of their application for a Service or Assistance Animal Permit, shall register their service or assistance animal with the Housing Management Office and receive the actual Service & Assistance Animal Permit prior to bringing the pet onto Housing Authority Property. The following documents are required prior to bringing the service or assistance animal on the property and will be updated annually, and will be maintained in the resident's file (may be included in the application for the Service & Assistance Animal Permit).

1. A current color photo and description of the service/assistance animal.
2. Veterinarian's certificate(s) of current inoculations (rabies, distemper combination, parvovirus (dogs), feline leukemia testing (cats), feline VRC (cats) and other applicable inoculations).
3. Current licensing certificates (if applicable).
4. Provision for emergency boarding.
5. Name of adult ultimately responsible for the service or assistance animal.

The resident service or assistance animal owner must update the veterinarian's certificate(s) of current inoculations annually and if applicable, licensing certificates. The resident must notify the Housing Authority promptly of any changes in this information. If the service or assistance animal is not mature in the photo, a new color photo must be provided at maturity.

“SERVICE & ASSISTANCE ANIMAL” PERMIT APPLICATION

SERVICE & ASSISTANCE ANIMALS

****NOTE: 504/R.A. REQUEST MUST BE PROCESSED & APPROVED BEFORE ISSUING THIS PERMIT APPLICATION.***

I, _____, a resident of the Housing Authority residing at _____ have been provided with a copy of the Service & Assistance Animal Policy, have had the Policy explained to me, and request that I be allowed to bring a service or assistance animal into my dwelling unit.

I hereby apply for a Service & Assistance Animal Permit and agree to abide by the terms and conditions of the Service & Assistance Animal Policy and acknowledge receipt of a copy of the Service & Assistance Animal Policy. I understand the Housing Authority may revise the Service or Assistance Animal Policy (which will be posted in the Housing Management Office), and that I am responsible for complying with any changes. The following information is submitted in connection with this request:

1. Type of service (trained dog only) or assistance animal (dog, cat, bird, etc.) _____
2. If a dog, breed or believed breeds: _____
3. Size (weight): current _____; anticipated mature weight: _____
4. Age: _____
5. Current color photo and other identification data: _____
6. Current Veterinary Certificates including:
 - a. Rabies tag no: _____
 - b. Distemper combination: _____
 - c. Parvo Virus (dogs) _____
 - d. Feline leukemia test (cats) _____
 - e. Feline VRC (cats) _____
 - f. Other Applicable inoculations (list) _____

7. **Current license(s) certificate in compliance with State and Local Laws and ordinances (list)** _____

8. **Alternate caretaker**

Name: _____

Address: _____

Telephone: _____

The Alternate caretaker must agree in writing to assume the responsibility of the Service or Assistance animal if called upon to do so, by signing the statement below:

I do hereby accept ultimate responsibility for the Service or Assistance animal as listed in items 1-8 above and agree to notify the Housing Authority promptly of any changes.

I further agree to release the Housing Authority and its personnel from any liability whatsoever and hold the Housing Authority blameless for any accidents, injury or damage as a result of this authorization given to me by the Housing Authority for this Service or Assistance animal.

Resident Signature: _____ **Date:** _____

Alternate Caretaker: _____ **Date:** _____

Failure to provide all required information will result in disapproval of the request.

“SERVICE & ASSISTANCE ANIMAL” PERMIT

SERVICE & ASSISTANCE ANIMALS

****NOTE: 504/R.A. REQUEST MUST BE PROCESSED & APPROVED BEFORE ISSUING THIS PERMIT.***

BASED ON THE INFORMATION AND CERTIFICATIONS PROVIDED BY THE BELOW NAMED RESIDENT, PERMISSION IS HEREBY GRANTED TO:

NAME: _____

ADDRESS: _____

TYPE OF SERVICE OR ASSISTANCE ANIMAL(S): _____

TO PROVIDE ACCOMMODATIONS FOR THE SERVICE OR ASSISTANCE ANIMAL DESCRIBED IN THE APPLICATION FOR A SERVICE OR ASSISTANCE ANIMAL PERMIT UNTIL SUCH TIME AS THIS PERMIT IS REVOKED IN ACCORDANCE WITH THE PROVISIONS OF THE SERVICE OR ASSISTANCE ANIMAL PERMIT

Signature of Housing Manager

Date

19.0 TENANT REPAYMENT AGREEMENT (PIH 2018-18)

Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the family's tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family unreported income. For example, if the PHA determines the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able to determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

Example:

- Family's monthly adjusted income is \$1,230.
- Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income).
- 40% of the family's monthly adjusted income is \$492.
- The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)

Repayment Time Period. The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Example:

- The tenant agrees to repay \$1,000, by making a monthly payment of \$25 for 40 months.

Repayment Options. Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above.

Example:

- a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The Housing Authority may not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure when community service is required by HUD. If they do not voluntarily leave the property, eviction proceedings may begin.

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

- A. Nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent including delinquent accounts forwarded to magistrate four (4) times in a twelve (12) month period);

**Notice PIH 2021–29 Supplemental Guidance to the Interim Final Rule
“Extension of Time and Required Disclosures for Notification of Nonpayment of
Rent”**

PHAs administering a public housing program and owners of project-based rental assistance properties must provide no less than 30 days advanced notification of lease termination due to nonpayment of rent. Further, the rule also requires that within that notification, PHAs and owners must provide information to affected tenants as necessary to support tenants in securing such available funding.

The public housing program only, the rule requires PHAs to inform all public housing tenants that the extended timeframe for notification of lease termination due to nonpayment of rent is in effect, and that families will be provided information on available funding in that 30-day notification.

Material noncompliance with the terms of the lease. An owner must provide a tenant with a notice of proposed termination that complies with timeframes set forth in state and local law. The notice must advise the tenant that the tenant has 10 days within which to discuss the proposed termination with the landlord, beginning on the earlier of the date the notice was hand-delivered to the tenant's dwelling unit or the day after the notice is mailed. If the tenant requests such a meeting, the lease specifies that the landlord agrees to discuss the proposed termination with the tenant and advise the tenant of his/her right to defend the action in court.

- B. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, or to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income; (timely notification shall be included in the termination letter);
- C. Failure to allow inspection of the unit;
- D. Failure to abide by applicable building and housing codes materially affecting health and safety; failure to maintain the unit in a safe and sanitary manner;
- E. Assignment or subletting of the premises;
- F. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- G. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- H. Any violent or drug related ~~or~~ criminal activity as defined in Section 8.4 of the ACOP on or off of the premises. This includes the manufacture of methamphetamine on the premises of the Housing Authority;
- I. Non-compliance with Non-Citizen Rule requirements;
- J. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority; (PIH 97-56)

- K. Using profanity, abusive or threatening language directed to a member of the Housing Authority staff. Residents are required to refrain from the use of loud and abusive language when in conversation with all Housing Authority personnel at all times;
- L. Failure to abide by the Smoke Free Housing Policy; and
- M. Other good cause (refer to Lease).

The Housing Authority may terminate the lease for nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent **including delinquent accounts forwarded to magistrate four (4) times in a twelve (12) month period.**

The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 ABANDONMENT

The Housing Authority will consider a unit to be abandoned when a resident has reportedly vacated, utility service is disconnected, and the estimated value of remaining property is below \$500.00.

Resident shall be responsible for removing any personal property from Landlord property when Resident leaves, abandons or surrenders the dwelling unit. If Resident has not paid rent and has left the dwelling unit for fifteen (15) days after the rent is due without notifying the Landlord, the rental unit will be considered abandoned and any property left will be considered abandoned and will be disposed of by the Landlord. Costs for disposal shall be assessed against the Resident.

20.4 RETURN OF SECURITY DEPOSIT (24 CFR §880.608)

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

Within thirty (30) days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit as provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will discuss the charges with the Resident. **The Resident will not be entitled to the Security Deposit refund, if the initial one (1) year term of the Lease has not been met and/or if the thirty (30) day documented notice to terminate the Lease has not been honored by the resident and received by the Landlord.**

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty (30) calendar days.

21.0 HUD - HIGH RISK POLICIES (*MOVED FROM 10.4 & 16.6 SECTION*)

21.1 DOMESTIC VIOLENCE POLICY/VAWA (Violence Against Women Act) (PIH 2017-02)

The pervasiveness and seriousness of domestic violence has illuminated it as an issue of national importance. In many instances, victims of domestic violence suffer not only the physical abuse, but also the devastation of being displaced from their homes. As a result, affordable housing issues become a serious consequence of domestic violence.

As a provider of low-income affordable housing, the Housing Authority recognizes the need to establish provisions to enable victims of Domestic Violence to attain decent, safe and sanitary housing in an environment and under conditions that would help them to address their housing needs while removing themselves and families member from the abusive situation.

- B. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- B. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.
- C. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance.
- D. Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- E. Nothing in this section limits any authority of an owner or manager to evict, or the public housing agency to terminate assistance to a tenant for any violation of a lease

not premised on the act or acts of violence in question against the tenant or a member of the tenant's household providing the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

- F. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.
- G. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section from victims of domestic violence, sexual assault, dating violence, or stalking.

Applicability to other VAWA Housing Protections: Not every noncitizen victim who has been subjected to battery or extreme cruelty will qualify under these procedures. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR. PHAs may receive a petition at any time, but submissions will most likely be related to a request for VAWA protections pursuant to 24 CFR Part 5 Subpart L (e.g. with a request for an emergency transfer or family breakup resulting from domestic violence, dating violence, sexual assault, or stalking). See PIH 2016-09. Once a PHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, it is prohibited from requesting any additional information from the VAWA self-petitioner, other than what is required below to complete the verification.

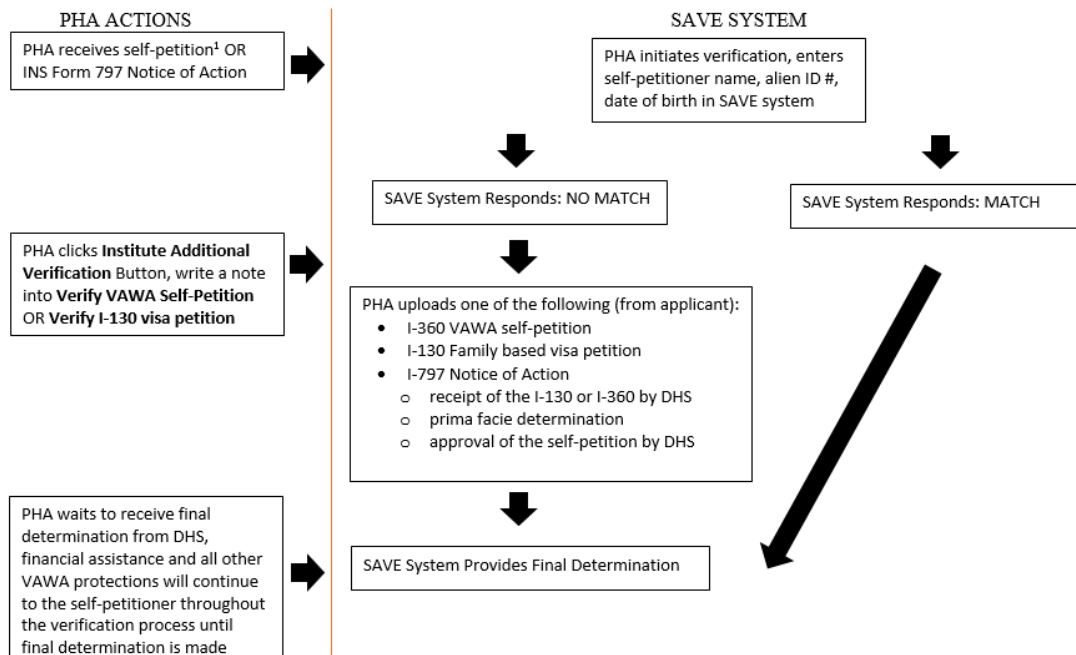
Procedure: When a PHA receives a self-petition or INS Form 797 Notice of Action, the PHA must initiate verification in the SAVE System:

1. Enter self-petitioner name, alien ID number, and date of birth in the SAVE System. The system will provide one of the following responses:
 - If the SAVE system responds with a match, no further action is necessary at this time. Skip to step 3.
 - If the SAVE system responds “no match,” the PHA must complete the following additional steps. Continue to step 2.
2. Push the button for “Institute Additional Verification.” In the next screen, in the memo field, type “verify VAWA self-petition.” If the documentation provided by the applicant is a form I-130, type in the memo field “verify I-130.” Upload one of the following documents from applicant:
 - I-360 VAWA Self-Petition
 - I-130 Family-Based Visa Petition
 - I-797 Notice of Action

Steps undertaken by DHS:

- receipt of I-130 or I-360

- prima facie determination
 - approval of self-petition
3. Wait for a final determination from the SAVE System. You will receive one of two confirmations: (1) the VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected; (2) the I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to the PHA any evidence of “battery or extreme cruelty.” See 8 USC 1154(a)(1)(J). Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR status is made. If the final determination is to deny the VAWA self-petition or LPR petition, the PHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.



(PIH 2017-02 (HA))

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

The Housing Authorities of Florence, Cheraw, and

The Housing & Community Redevelopment Authority of Marlboro County

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the **Public Housing Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the **Public Housing Program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Protections for Tenants

If you are receiving assistance under the **Public Housing Program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **Public Housing Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

The Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County choose to remove the abuser or perpetrator, the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the Housing Authorities of Florence,

Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County must follow Federal, State, and local eviction procedures. In order to divide a lease, the Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County may, but are not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. The Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County emergency transfer plan provides further information on emergency transfers, and the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County can, but are not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County must be in writing, and the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. The Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County may, but do not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County as documentation. It is your choice which of the following to submit if the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County ask you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County does not have to provide you with the protections contained in this notice.

If the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County do not have to provide you with the protections contained in this notice.

Confidentiality

The Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County must not allow any individual administering assistance or other services on behalf of the Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County must not enter your information into any shared database or disclose your information to any other entity or individual. The Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County, however, may disclose the information provided if:

- You give written permission to the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County to release the information on a time limited basis.
- The Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County or your landlord to release the information.

VAWA does not limit the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment Authority of Marlboro County can demonstrate the above, the Housing Authorities of Florence, Cheraw, or the Housing & Community Redevelopment

Authority of Marlboro County should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD at the Columbia Field Office:

Dept. of Housing and Urban Development

Strom Thurmond Federal Building

1835 Assembly Street, 13th Floor

Columbia, SC 29201

Phone: (803) 765-5592

For Additional Information

You may view a copy of HUD's final VAWA rule at www.hud.gov.

Additionally, the Housing Authorities of Florence, Cheraw, and the Housing & Community Redevelopment Authority of Marlboro County must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your local **Pee Dee Coalition**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact your local **City or County Police Department**.

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

For help regarding sexual assault, you may contact your local **City or County Police Department**.

Victims of stalking seeking help may contact your local **City or County Police Department**.

Attachment: Certification form HUD-5382

Form HUD-5380
(12/2016)

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

U.S. Department of Housing
and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-5382
(12/2016)

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

V.A.W.A.***DOMESTIC VIOLENCE TRANSFERS / V.A.W.A.***

These transfers will be made as part of a strategy to address the housing needs of the victims of violence, based on the victim's certification and/or recommendation of a local or regional agency with expertise in identifying and managing these cases.

Transfers made under the guidelines of the Violence Against Women Act and Justice Reauthorization Act of 2005 will be authorized after the Housing Authority has received a police report and/or certification documenting incidents of violence against women. This certification must include a transfer request in the remarks section.

Upon receipt of the certification, the victimized family will be offered an opportunity to transfer to a unit within the Housing Authority's jurisdiction. Transfers from one unit to another within the same housing community will not be authorized. Transfers will only be permitted between communities and agencies under the Housing Authority's management jurisdiction.

Certification will be provided to the Housing Authority on a form provided by the Housing Authority and approved by the Department of Housing and Urban Development (See **HUD-5380** Notice of Occupancy Rights Under the Violence Against Women Act; **HUD-5381** Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking; **HUD-5382** Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation; **HUD-5383** Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking). The certification form must be returned to the Housing Authority no later than fourteen (14) calendar days after the request has been made and the form has been provided. Failure to return the form within the time limit will result in denial of the request, unless the time limit has been extended by the Housing Authority.

Housing Authority of Florence

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Housing Authority of Florence (acronym HP “Housing Provider” for purposes of this plan)

is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of HP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP or Partnering HP’s has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model

³ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁴ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the **Housing Authority of Florence** is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HP's management office and submit a written request for a transfer to the **Housing Authority of Florence**. HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program; OR

Form HUD-5381 (12/2016)

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HP has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

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

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

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Form HUD-5383
(12/2016)

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

21.2 **LEAD BASED PAINT (PIH 2017-13)**

Guidance on HUD's Lead Safe Housing Rule Pertaining to Elevated Blood Lead Levels for the Public Housing, Housing Choice Voucher, and Project-Based Voucher Programs.

Public Housing

For public housing, when a child under 6 is identified with an EBLL, the PHA must take the following steps. (For a more detailed explanation, please refer to section 6.):

- **Initial notification of a confirmed case to HUD:** The PHA must notify the Field Office and HUD's Office of Lead Hazard Control (OLHCHH) of the EBLL case within 5 business days.
- **Initial notification of a confirmed case to public health department, when necessary:** The PHA must notify the public health department of the EBLL case within 5 business days when it received the notification of the case from another medical health care professional.
- **Verification of the case, when necessary:** If a PHA learns that a child has an EBLL from someone other than a medical health care provider, such as from a parent, the PHA must immediately verify the report with the health department or medical health care provider.
- **Environmental Investigation:** The PHA must conduct an environmental investigation of the child's unit and the common areas servicing that unit within 15 calendar days in accordance with Chapter 16 of the HUD Guidelines, as described in section 6 below. If lead-based paint hazards are found in the index unit in a multiunit property, perform risk assessments in other covered units with a child under age 6 and the common areas servicing those units, as described in section 9 below.
- **Control:** The PHA must ensure that any lead-based paint hazards identified by the environmental investigation are controlled within 30 calendar days by a certified lead-based paint abatement firm or certified lead renovation firm, including having the unit and common area pass a post-work dust clearance exam in accordance with section 35.1340. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards as described in section 9 below.
- **Notification to other residents:** As already required by the LSHR, in a multiunit property, the PHA must notify all residents of lead evaluation and hazard control activities.
- **Follow-up notification:** The PHA must notify the HUD Field Office of the results of the environmental investigation and then of the lead hazard control work within 10 business days of each activity.
- **Ongoing maintenance and reevaluation:** As already

required by the LSHR in sections 35.1120(c) and 35.1355(a), after the work passes clearance, the PHA must ensure that the unit and common areas are maintained as lead-safe for continued occupancy, which includes no deteriorated paint or failed lead hazard control methods. As also already required by the LSHR in section 35.1355(b), the PHA must generally conduct periodic reevaluations every two years, using a certified lead risk assessor, and respond to them. The reevaluations shall be for: deteriorated paint surfaces unless they are known not to be lead-based paint, deteriorated or failed interim controls of lead-based paint hazards or encapsulation or enclosure treatments, dust-lead hazards, and soil-lead hazards in newly bare soil. Exceptions from the reevaluation requirement are in section 35.1355(b)(1) and (4); the requirements for responding to the reevaluations are in section 35.1355(c).

In the notification to their field office representative and OLHCHH, the PHA or owner, as applicable, must provide:

- PHA code and name, if the PHA is providing the notification, or Owner's name and address, if the owner is;
- Date of EBLL test result;
- Program (public housing, HCV, project-based vouchers);
- Unit address and, if the housing is in a multi-unit property or development, the development name; and
- Whether the PHA or owner has notified the public health department of the EBLL, or been notified by the health department, and the date of that notification.

Information emailed to HUD should not include the child's name or blood result. This information is considered personally identifiable information (PII), and is also confidential medical information which shall be maintained in accordance with the PHA's policy for private medical information. If the PHA must transmit PII, it shall be done in a secure manner or in an encrypted email.

21.3 **SMOKE FREE (PIH 2017-03)**

Smoke-Free Housing Policy

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

24 CFR Parts 965 and 966- Requires each Public Housing Agency (PHA)

Administering Public Housing to implement a Smoke-Free Policy

Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in all buildings, all common areas and inside dwelling units. Smoking is only permitted 25 feet from the building(s) including entryways, porches, balconies and patios. Residents are responsible for ensuring that family members and guests comply with this rule.

1. **Definition:** SMOKING: The term “smoking” means any inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe or other tobacco product or similarly lighted product in any manner or form, also including electronic cigarettes (ENDS-Electronic Nicotine Delivery Systems), and water pipes¹ (also known as hookahs).
2. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household, as well as, certain outside areas have been designated as smoke free. Resident and members of Resident’s household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident’s dwelling is located, in any of the common areas inside the building or in any outside areas closer than **25 feet of the building(s) including sidewalks, entryways, porches, balconies, patios, and playgrounds.** Nor shall Resident permit any guests or visitors to do so.

The Rule does not prohibit smoking by residents; rather, it requires that residents who smoke do so at least 25 feet away from the building(s) including sidewalks, entryways, porches, balconies, patios, and playgrounds.

3. **Prohibited tobacco products:** Are defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes (including ENDS-Electronic Nicotine Delivery Systems), cigars, pipes and water pipes¹ (also known as hookahs).
4. **Violation:** Residents are responsible for the actions of their household, their guests and their visitors. Failure to adhere to any of the conditions of this policy is construed as a material violation of the lease and subjects the Resident to charges leading up to termination of tenancy and possible extra financial costs to remove smoke odor or residue from the unit.

1st Violation: Verbal Warning and Cessation Materials

2nd Violation: Written Warning, Cessation Materials with s \$50.00 Charge

3rd Violation: Written Warning, Cessation Materials, Resident Conference with a \$100.00 charge

4th Violation: Lease Violation, Cessation Materials, Resident Conference with a \$200.00 charge

5th Violation: Lease Termination

**** 3rd and 4th Violation - Resident must conference with Property Manager ****

<p>¹ Water pipes (hookahs) are smoking devices that use coal or charcoal to heat tobacco, and then draw the smoke through water and hose to the user. Both the heating source and burning of tobacco are sources of contaminant emissions.</p>

The Housing Authority shall take reasonable steps to enforce the Smoke Free terms of its leases and to make the complex smoke free.

- 5. **Reasonable Accommodation Requests:** Smoking inside a public housing unit is not considered a reasonable accommodation.
- 6. **Compliance Monitoring:** Upon issuance of a written warning from the property manager and/or a documented complaint, the Landlord may increase the frequency of unit inspections for a suspected policy violator.
- 7. **Smoking Area:** The foregoing rule notwithstanding, the Landlord may designate an area for smoking, provided the designated area is located outside of, and away from, any building or other location where secondhand smoke might drift back into the building. **If applicable,** Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the Lease term.
- 8. **Landlord:** Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.
- 9. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.
- 10. **Disclaimer:** Resident acknowledges that Landlord's adoption of a Smoke Free Policy does not make the landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the property.

"I hereby certify that I read and understood the above Smoke Free Housing Policy."

Head of Household Signature: _____ Date: _____

Spouse Signature: _____ Date: _____

Co-Head Signature: _____ Date: _____

Other Adult Member Signature: _____ Date: _____

Other Adult Member Signature: _____ Date: _____



21.4 BEDBUGS (PIH 2012-17)

Addressing Infestations

The PHA should respond with urgency to any tenant report of bedbugs. Within 24 hours of the tenant report, the PHA should make contact with the tenant, provide the tenant with information about control and prevention of bedbugs and discuss measures the tenant may be able to take in the unit before the inspection is performed. However, a bedbug inspection and, if necessary, treatment, may take time to schedule.

When an infestation is identified, the unit and surrounding units should be treated for bedbugs according to the IPM Plan. Chemical treatments are necessary, but not reliable. Therefore, encasement, interception devices, vacuuming, steaming, freezing and commodity or building heat treatments may be utilized as part of the bedbug control effort. Infestations are rarely controlled in one visit. Effective treatment may require two to three visits, and possibly more. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents.

Additional Considerations

A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bedbug infestation, nor may give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs. A PHA may not charge a tenant to cover the cost of bedbug treatment; such costs should be covered by the PHA.

Tenant Rights and Responsibilities

Tenants are strongly encouraged to immediately report the suspicion of possible bedbugs in a housing unit or other areas of the property. Early reporting allows the pests to be identified and treated before the infestation spreads. Tenants are the first line of defense against bedbug infestations and should be encouraged to create living environments that deter bedbugs. This includes reducing unreasonable amounts of clutter that create hiding places for bedbugs, and regular checking of beds and laundering of linens.

Bedbug infestations can cause health concerns, including physical discomfort and may contribute to stress and anxiety on the part of the residents. Tenants should be advised of the following:

- A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bedbug infestation, nor may an owner give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs.
- A tenant reporting bedbugs may expect expeditious response and attention by the PHA, but should be advised that inspection and, if necessary, treatment of bedbugs may take time to schedule. The inspections should occur within three calendar days of the tenant report when possible.
- Following a report of bedbugs, the PHA or a qualified third party trained in bedbug detection should inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third party professionals. The PHA may enter the unit to perform these activities, in accordance with the lease.

- If bedbug infestation is found in the unit, the tenant may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks.
- Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Tenant cooperation is shown to expedite the control of bedbugs and to prevent spreading of infestations.
- Management may make staff available to help with moving and cleaning of furniture to accomplish the treatment effort.
- The tenant will not be expected to contribute to the cost of the treatment effort.
- The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

GLOSSARY

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

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

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

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

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

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

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

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

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

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

Asset Income: Income received from assets held by family members. If assets total more than \$5,000.00, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Bifurcate: (PIH 2017-08) Remove a household member or lawful occupant from a lease to evict, remove, terminate occupancy rights, or terminate assistance to such member who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual.

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

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

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

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

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

Co-head: The co-head is an individual in the household that is equally responsible with the head of household for ensuring that the family fulfills program responsibilities, but who is not a spouse. A family can have ONLY one co-head; a family may have a spouse OR co-head, but not both.

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

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

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

Dependent: A dependent is a family member (except foster children and foster adults) who is either under the age of 18, a person with a disability, or a full-time student. The family head of household, co-head or spouse cannot be a dependent.

- The family will receive a \$480 deduction for each dependent.

- The income of family members under age 18 (including foster children) is excluded from annual income.

(24 CFR 5.603(b))

Dependent Allowance: An amount, equal to \$480.00 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

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

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

Disabled Family: A family whose head, spouse, **co-head**, or sole member is a person with disabilities (24 CFR 5.403 (Also see "person with disabilities."))

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by a **“Declared Natural Disaster”**.

Displaced Person: A person displaced by a **“Declared Natural Disaster”**.

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

Elderly Family: Elderly families are the head, co-head, or spouse is 62 years or older. An elderly family may include one or more persons age 62 or older living with a live-in-aide.

- Elderly families receive \$400 deduction from annual income.
- Elderly families may receive a deduction for unreimbursed medical expenses equal to the amount by which the expenses exceed 3% of the family's annual income.

24 CFR 5.403

Elderly Family Allowance: For elderly families, an allowance of \$400.00 is deducted from the household's annual income in determining adjusted annual income.

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

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

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

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

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A family member is considered a full-time student if he or she is attending school or vocational training on a full-time basis. Full-time status is usually defined by the educational or vocational institution. Therefore, verification with the institution that the family member is enrolled full-time is required. Family members, other than the head, co-head, or spouse, who are age 18 or over and are full-time students are considered dependents.

- The family will receive a \$480 deduction for each dependent.
- If a full-time student other than the head, co-head, or spouse receives earned income, any earned income above \$480 annually will be excluded from annual income.
 - If the head, co-head, or spouse is a full-time student and receives earned income, the full amount of their earned income will be included in annual income.
 - For any student receiving financial assistance paid to the student or educational institution, including the head, co-head, or spouse, the full

amount of assistance is excluded from annual income.

24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family and household members which consist of live-in aides, foster children, and foster adults. All household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined by a licensed, certified medical or mental health professional to be essential to the care and well-being of the persons;
- B. Is not financially responsible for paying bills for or sharing resources to support the resident;
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))
- D. Must be at least 18 years of age, and cannot be an individual who could otherwise be added to the lease as a "family member".
- E. Must agree to a criminal history background check, in accordance with the Housing Authority Admissions & Continued Occupancy Policy, and cannot be a convicted felon or a registered sex offender.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary

because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance (24 CFR 5.603(d)). These expenses include, but are not limited to: prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for service animals, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth (1/12th) of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth (1/12th) of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Adult: Adult other than Head of Household, Spouse, or Co-Head within the household.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three (3) or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: The remaining member of a tenant family is the member of a resident family who remains in the unit when other members of the family have left the unit.

- Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.
- A child may be the remaining member if the PHA permits an adult to move in as the new head of household.
- If the remaining member is a signatory to the lease, the person could continue in the program under that lease. If the person is named on the lease but did not sign it, the PHA would have to determine whether it would be willing to enter into a lease with the person. In making this determination, the PHA should consider such factors as the person's suitability for tenancy and his or her ability to uphold a lease.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by

the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the Housing Authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are **NOT** supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

1. Total Tenant Payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total Tenant Payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-

conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

VASH: Veterans Affairs Supportive Housing (VASH) Program

V.A.W.A: Violence Against Women's Act - All victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act