



Housing Services Department

ADMISSIONS & CONTINUED OCCUPANCY POLICY

For

Low-Income Public Housing

Effective: January 1, 2008

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ADMISSIONS AND OCCUPANCY POLICY

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

1.0 INTRODUCTION

The Public Housing Program was enacted as part of the U.S. Housing Act of 1937 and amended as part of the Quality Housing and Work Responsibility Act of 1998 (42 U.S.C. 1437, et seq., “the 1937 Act”). The Housing Authorities of the City and County of Fresno (hereinafter PHA) owns and manages more than 2,000 public housing units which are scattered throughout the City and County of Fresno. Residents who reside in public housing can choose between paying an income based rent (30% of their adjusted gross income) or a flat rent, as determined by the PHA. The Department of Housing and Urban Development (HUD) subsidizes the balance needed to manage and maintain the properties. Federal Regulations impact the selection of residents, occupancy, lease and grievance procedures.

The Housing Authorities of the City and County of Fresno owns, manages and maintains single family homes and apartments located in the City of Fresno and communities within the County of Fresno.

The PHA maintains **Community wide wait list for the City of Fresno and in the following county areas: Fresno County Central** including Biola, Highway City, Kerman, and Pinedale; **Fresno County Southeast** including Del Rey, Fowler, Laton, Orange Cove, Parlier, Reedley, Sanger, and Selma; **Fresno County Northwest** including Firebaugh, Mendota and San Joaquin; and **Fresno County Southwest** including Huron.

Administration of Public Housing and the functions and responsibilities of employees of the Public Housing Authority (PHA) shall be in compliance with the PHA’s Personnel Policy and the Department of Housing and Urban Development’s (HUD) public housing regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

1.1 HOUSING AUTHORITY OVERVIEW

The primary objective of the Housing Authorities of the City and County of Fresno is to provide decent, safe, and sanitary housing to extremely low and low income families at an affordable price. Our goal is to provide affordable housing within an environment that fosters the advancement of extremely low and low income families from a position of dependency to one of self-sufficiency. Overall, the Housing Authorities owns, manages or provides assistance to more than 30,000 persons living in 9,300 housing units in Fresno County.

The Housing Authorities of the City and County of Fresno functions as separate public agencies with separate governing bodies. Through a unique arrangement, the two Housing Authorities share a single Executive Director and staff, thus making it possible to draw on a more comprehensive staff while realizing the cost advantages that result from avoiding duplication, ordering in larger quantities, and sharing equipment and services. Both Housing Authorities are PHA's as defined in the United States Housing Act of 1937, and as amended, in (the 1998 Act). Both agencies have been organized under Section 34200, et seq, of the California Health and Safety Code. The Housing Authorities of the City and County of Fresno complies with the pertinent regulations found in the Code of Federal Regulations, Title 24, Chapter IX, part 900, et sequentes, in addition to the citations noted above. The Housing Authorities strives to remain abreast of changes to the law.

The Housing Authorities of the City and County of Fresno are each governed by seven-member Boards of Commissioners. The City Board is appointed by the Mayor. Five of the seven commissioners are appointed to four-year, staggered terms. The other two members are appointed to two-year terms from among the residents of housing owned by the Housing Authority. The County Board of Commissioners is structured in the same manner, except that the County Commissioners are appointed by the Board of Supervisors.

1.2 FAIR HOUSING POLICY

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

This PHA shall not discriminate with respect to age, handicap, disability, race, color, creed, sex, marital status, familial status, national or ethnic origin, or sexual orientation in the acceptance of applications, in the leasing of rental housing or related facilities (including land) or in the provision of housing assistance for any project or projects under its jurisdiction (covered by an Annual Contributions Contract under the United States Housing Act of 1937), or in the use or occupancy thereof.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide federal/state/local information to participants regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session at the time of admission. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefit of, or be subjected to discrimination under any program or activity of the PHA's. The PHA will take appropriate measures to ensure that an individual with handicaps shall have equal access to available services, programs, and activities offered. Such appropriate measures include, but are not limited to:

- A. Provision of telecommunication devices for the deaf;
- B. Provision of sign language interpreters, as requested;
- C. Provision of readers and amanuenses, as requested;
- D. Utilization of barrier-free meeting places;
- E. Provision of a discrimination complaints procedure.

Posters and housing information are displayed in locations throughout the PHA's offices in such a manner as to be easily readable from a wheelchair.

The **PHA's** central office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the *TDY telephone service provider*.

To the extent permitted by federal status, it is the policy of the PHA to avoid concentrating the most economically and socially disadvantaged families in the housing projects. Such policy shall be affected by housing eligible families.

1.3 SPECIAL ACCOMMODATIONS

This section is applicable to all situations described within this Occupancy Policy when a family initiates contact with the PHA, when the PHA initiates contact with a family, including when a family applies.

The PHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notice on PHA forms and letters to all families, and all requests will be verified so that the PHA can properly accommodate the need presented by the disability.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability" means:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual; a record of such impairment; or being regarded as having such an impairment.

Those "*regarded as having such an impairment*" may include those with conditions such as obesity or cosmetic disfigurement, and individuals perceived to be at high risk of incurring a work-related injury.

Individuals with *contagious diseases* who do not pose a direct threat to others are covered by the Act. AIDS victims and those who test positive for the HIV virus are considered to have a disability.

Requests for reasonable accommodations from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an “undue financial and administrative burden” for the PHA, meaning an action requiring “significant difficulty or expense.” This standard is not specifically defined in the Act.

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

- A. The nature and cost of the accommodation needed;
- B. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- C. The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional.

The PHA utilizes organizations which provide assistance for hearing and sight impaired persons when needed.

The PHA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

1.4 LOCAL OBJECTIVES

The Public Housing Program is designed to achieve these major objectives:

To provide decent, safe, and sanitary housing for extremely low to low income families of all ethnic backgrounds while maintaining their rent payments at an affordable level.

To house the broadest possible range of families with very low to moderate incomes in order to achieve a stable mixed resident body and avoid concentration of very low income families.

In any fiscal year, not less than 40% of public housing admissions shall be by families whose income, at time of admission, does not exceed 30% of the area median income in accordance with Section 16 U.S. Housing Act of 1937, amended as Section 513 of the “1998 Act.”

In addition, the PHA has the following goals for the program:

To encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, drug prevention, recreational and other human services needs.

To create positive public awareness and expand the level of family and community support in accomplishing the PHA's mission.

To attain and maintain a high level of standards and professionalism in our day-to-day management and delivery of services for all program components.

To administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.

1.5 VIOLENCE AGAINST WOMEN ACT OF 2005 (see Appendix 12)

The PHA's goal is to serve the needs of children and adult victims of domestic violence, dating violence, sexual assault, or stalking.

It is the PHA's objective to develop and implement appropriate housing policies and practices; enhance collaboration with victim service providers and resident organizations; reduce the number of victims of such crimes who are evicted or denied housing because of crimes and lease violations committed or directly caused by the perpetrators of such crimes.

The PHA will not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

1.6 PURPOSE OF THE POLICY [24 CFR 960.200]

The purpose of this Occupancy Policy is to establish administrative guidelines consistent with HUD requirements and local objectives. The Policy covers both admission and continued participation in the public housing program.

The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Policy, HUD regulations will have precedence. The original Policy and any changes must be approved by the Board of Commissioners of the PHA or the Executive Director and a copy provided to HUD.

This Occupancy Policy is set forth to define the PHA's local policies for operation of public housing programs in the context of Federal Laws and Regulations. All related issues not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and Guidelines, or other applicable law.

1.7 PRIVACY RIGHTS [24 CFR 5.212 and 24 CFR 5.230]

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

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

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

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

Chapter 2

ESTABLISHING THE WAITING LIST FOR PUBLIC HOUSING

2.0 INTRODUCTION

It is the PHA's objective to ensure that all families who express an interest in public housing are given an equal opportunity to apply, and are treated in a fair and consistent manner. All families who apply for public housing are placed in the proper order on the waiting list *and selected from the waiting list for admissions in accordance with this Occupancy Policy*. These procedures shall be in compliance with all provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and other applicable civil rights laws.

2.1 REASONABLE ACCOMMODATIONS TO PERSONS WITH DISABILITIES

It is the policy of the PHA to comply fully with all federal, state and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing as described in Chapter 1, Sec. 1.2 of this policy. (See Appendix 10: Reasonable Accommodation Policy)

The PHA will provide federal/state/local information to participants regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session at the time of admission. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefit of, or be subjected to discrimination under any program or activity of the PHA. The PHA will take appropriate measures to ensure that an individual with handicaps shall have equal access to available services, programs and activities offered. Such appropriate measures include, but are not limited to:

- A. Provision of telecommunication devices for the deaf;
- B. Provision of sign language interpreters, as requested;
- C. Provision of readers and amanuenses, as requested;
- D. Utilization of barrier-free meeting places;
- E. Provision of a discrimination complaints procedure;

Posters and housing information are displayed in locations throughout the PHA's offices in such a manner as to be easily readable from a wheelchair. The PHA may contact and obtain services from one of, but not limited to, the following Agencies to accommodate persons with disabilities:

- A. California State Department of Rehabilitation
- B. Center for Independent Living
- C. Central Valley Regional Center
- D. Deaf and Hard of Hearing Service Center, Inc.
- E. Friendship Center for the Blind, Inc.
- F. Self Help for Hard of Hearing People, Inc.

Accessibility for the hearing impaired is provided by the *TDY telephone service provider*.

2.2 VIOLENCE AGAINST WOMEN ACT OF 2005 (See Appendix 12)

A. OBJECTIVE

It is the PHA's objective to develop and implement appropriate housing policies and practices; enhance collaboration with victim service providers and resident organizations; reduce the number of victims of such crimes who are evicted or denied housing because of crimes and lease violations committed or directly caused by the perpetrators of such crimes.

B. NON-DISCRIMINATION

The PHA will not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

C. CERTIFICATION AND CONFIDENTIALITY

The PHA may require the individual who is a victim of domestic violence, dating violence, or stalking, to certify their victim status and include the name of the perpetrator. The individual shall provide such certification within 14 business days after the PHA requests such certification. Only victim service providers, medical professionals, or attorneys who have counseled the victim can provide third-party verification of the victim's status as a domestic violence victim.

All information provided to the PHA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall neither be entered into any shared database nor provided any related entity, except to the extent that disclosure is:

- (i) requested or consented to by the individual in writing;
- (ii) required for use in an eviction proceeding;
- (iii) otherwise required by applicable law

2.3 **MARKETING AND OUTREACH**

This section establishes the basic procedures in order to achieve an Affirmative Fair Housing and Marketing and Outreach Plan for public housing.

The PHA has taken affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). The PHA has contracted with Language Line Services to assist persons who do not Speak English as their primary language and who have limited ability to read, write, speak or understand English.

The PHA will publicize and disseminate information to make known the availability of public housing units for extremely low to low income families on a regular basis. The PHA will publicize in the PHA's website at www.hafresno.org, a newspaper of general circulation, minority media, and by other suitable means. Notices will also be provided in Spanish and other available multi-lingual media.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The PHA will also utilize public service announcements.

The PHA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

Marketing and outreach notices may include being placed, but not limited to the following locations:

- A. Various places of employment
- B. State Unemployment offices
- C. Local County Human Services offices
- D. U.S. Post Offices
- E. Grocery stores
- F. Public transportation
- G. Various churches
- H. Community organizations servicing individuals with handicaps/disabilities

The PHA public notice is mailed to various organizations listed in the Fresno County Resource Directory. In addition, the information is published in a newsletter by the Fresno Housing County Information and Referral Network. Examples of organizations and media contacted are:

- A. Homeless Shelters
- B. Lao Center
- C. CSU Fresno
- D. Center for Independent Living
- E. Hmong Women's Federation
- F. Evangel Home
- G. Emergency Housing
- H. The Fresno Bee, Vida En El Valle, Channel 21 and Channel 18

The notice will contain locations where families may apply and a brief description of the program. The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, and information on eligibility requirements. Upon request from a person with a disability, additional special accommodation will be provided for submission of an application.

The PHA will promote housing choice for all prospective residents, including special outreach efforts for those least likely to apply.

2.4 **"INITIAL" APPLICATION PROCEDURES**

The PHA will utilize a preliminary-application form (pre-application). The PHA will utilize an electronic preliminary application process obtained through the PHA's website at www.hafresno.org. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application form will contain questions designed to obtain the following information:

- A. Names of head of household and spouse
- B. Names of all adults and children, including ages of all members
- C. Sex and relationship of all members
- D. Number of family members (used to estimate bedroom size)
- E. Street address and phone numbers
- F. Mailing address (if PO Box or other permanent address)

- G. Amount(s) and source(s) of income received by household members
- H. Social Security Numbers
- I. Race/ethnicity
- J. Birthplace and birth dates
- K. Arrests/convictions for drug related or violent criminal activity
- L. Questions regarding previous participation in assisted housing programs
- M. Citizenship, eligible immigration status
- N. Information regarding disabilities and request for specific accommodations needed.

The pre-application is the formal document used by the PHA and represents the official record of each family seeking housing assistance. Each pre-application form must be signed by the applicant and dated. By so signing, the applicant certifies the accuracy of the information stated and submitted.

All applicant families will be placed on the waiting list, except duplicate applications, including applications from a segment of an applicant household.

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

2.5 ORGANIZATION OF WAITING LIST

The application process will involve two phases. The first is the “initial” application referred to as the pre-application. The first phase results in the family’s placement on the waiting list.

The second phase is the final determination of eligibility/ineligibility for admission into public housing. This takes place when the family reaches the top of the waiting list.

By maintaining an adequate waiting list, the PHA will be able to occupy available public housing units in a timely manner. Applicants will be selected from the PHA waiting list in accordance with this Occupancy Policy.

The PHA will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

- A. Applicant name and social security number of the head of household
- B. Family size/composition
- C. Unit size required
- D. Date and time of application
- E. Local preference
- F. Accessibility requirement

- G. Racial and ethnic designation of the head of household

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

- A. The application will be part of a permanent file
- B. Applications will be maintained by date and time sequence
- C. All applicants must meet from extremely low to low income eligibility requirements as established by HUD.

2.6 WAITING LIST PREFERENCES [24 CFR 960.206]

The Federal Preferences, which have long applied to public housing programs are repealed by the 1998 Act. (24 CFR 960.204, 960-407; Sections 514 and 545 of the 1998 Act amending Sections 6 and 8 of the 1937 Act.)

Waiting List Order of Applications

The waiting list will be ordered according to date and time of application along with the following local preferences.

In order to bring higher income families into public housing, the PHA will establish a preference for “working” families, where the head, spouse, co-head, or sole member is employed at least **20** hours per week. Families where the head, spouse, co-head, or sole member is a person age 62 or older, or is a person with disabilities will also be given the benefit of the working preference.

Verification of Preference

In order to ensure accuracy and completeness of the applicant’s file, applicants claiming a working preference will be required to provide a verification of preference at the time of the initial interview.

Before the family is admitted to housing, however, the PHA must verify the family’s eligibility for the preference based on *current* circumstances. If upon verification the PHA determines that the family does not qualify for the preference claimed, the family will not receive the preference and the application will return to the waiting list according to the applications date and time received.

2.7 COMMUNITY WIDE WAITING LISTS

Applicants may choose to apply for any or all of the waiting lists for which they meet the minimum threshold requirements and would more likely accept unit offers. There are Community wide waiting lists in the following areas:

Fresno City – Community Wide

Fresno County - Fresno County Central including Biola, Highway City, Pinedale, and Kerman; **Fresno County Southeast** including Del Rey, Fowler, Laton, Orange Cove, Parlier, Reedley, Sanger, and Selma; **Fresno County Northwest** including Firebaugh, Mendota and San Joaquin; and **Fresno County Southwest** includes Huron.

A. MONITORING

Applicants are considered for housing without regard to race, color, religion, sex, national origin, familial status, or disability (physical or mental). Federal and state governments require the PHA to collect certain demographic information. This information helps us to better serve those populations most in need of housing assistance. The PHA will monitor the racial and ethnic composition of households residing at each development and on each waiting list. The information provided will be used for the PHA's compliance with federal and state record keeping and reporting requirements.

B. UNIT OFFER

Applicants will only receive unit offers from the city and/or county waiting lists where they have requested their name to be listed for housing assistance. Therefore, each applicant will receive one unit offer. The PHA will keep record of the offer made, whether it is accepted or refused. Unless the applicant has good cause for refusing the offer, the applicant would be removed from all other waiting lists. When a family is admitted to public housing, they are also removed from all other waiting lists.

2.8 MAINTAINING THE WAITING LIST

A. GENERAL GUIDELINES

Maintenance of the waiting lists will be consistent with all applicable civil rights and fair housing laws and regulations. Applicants can apply for one or more waiting lists. Applications shall be accepted from all apparently eligible applicants in accordance with the criteria enumerated in Section 2.3.

Applications will continue to be accepted until the number of applicants, by bedroom size, indicates that future applicants for housing would not be offered housing by the PHA within a reasonable period. At such times, the receipt of applications may be suspended.

Applicants are required to inform the PHA in writing of changes in family composition, income and address. Applicants may submit their changes through the PHA's website at

www.hafresno.org. Applicants are also required to respond to requests from the PHA to update information on their application, or to determine their continued interest in housing. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

PHA staff shall record the appropriate reported changes into the computer file. The computer system automatically accounts for the reported changes and updates proper placement of the family's application on the waiting list.

Applicants whose application has been withdrawn may reapply by submitting a new application.

B. SPLIT HOUSEHOLD

When a family is on the waiting list and splits into two otherwise eligible families, due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the PHA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household
2. Which family unit retains the children or any disabled or elderly member
3. Restrictions that were in place at the time the family applied
4. Role of domestic violence in the split
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

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

C. MULTIPLE FAMILIES IN THE SAME HOUSEHOLD

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

D. JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement, but live with one parent at least 51% of the time, will be considered members of the household. "Fifty-one percent of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

The application and all related documents are to be maintained in the active file until the application is classified as withdrawn or denied, or until the applicant has been housed in a public housing unit.

E. BALANCE OWED TO PHA

Former housing program participants who left owing a balance to the PHA or to other housing agencies will be denied admission until such balance is paid. Although those with current payment agreements will be allowed on the waiting list, they cannot be assisted **until the entire balance is paid in full.**

F. PURGING THE WAITING LIST

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

1. The waiting list will be purged by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.
2. Any mailings to the applicant which require a response will state that failure to respond will result in the applicant's name being dropped from the waiting list.
3. If a letter is returned by the U.S. Post Office because the applicant failed to notify the PHA of his/her new address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If the letter is returned with a forwarding address, it will be re-mailed to the address indicated.
4. The PHA 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 did not submit a change of address in a timely manner;
 - c. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
 - d. The applicant does not meet either the eligibility or suitability criteria for the program.

G. NOTIFICATION TO APPLICANTS

All correspondence and notices sent to applicants by the PHA which require a response, request submission of information, or to schedule an appointment, ***must inform the applicant that failure to comply*** will result in termination of their application.

The PHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. Applicants will be offered the right to an informal conference before being removed from the waiting list. Good cause includes, but is not limited to, reason related to health, proximity to work, school, and child care (for those working and attending school).

Notices will inform the applicant that their name will be removed from the waiting list if they fail to respond within the specified time frame. The PHA 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 PHA will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. Reasonable accommodation would be to reinstate the application on the waiting list based on the date and time of the original application.

H. OPENING/RE-OPENING AND CLOSING THE WAITING LISTS

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

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the PHA to house an applicant in an appropriate unit within a reasonable period of time.

When the PHA opens/re-opens a waiting list, the PHA will advertise through the PHA's website www.hafresno.org, public notice in newspapers, minority publications and media entities, location(s) and program(s) for which applications are being accepted. The notice will contain:

1. The dates, times, and the location where families may apply;
2. The programs for which applications will be taken;
3. A brief description of the program;
4. A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing;
5. Limitations, if any, on who may apply.

The opening/re-opening of the list will be done in accordance with HUD requirements. The notices will be made in an accessible format if requested. The PHA will provide potential

applicants with information that includes the PHA address and telephone number, how to submit an application, and information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

Chapter 3

ELIGIBILITY FOR ADMISSIONS AND TENANT SELECTION

3.0 INTRODUCTION

This chapter defines both HUD and the PHA's criteria for admission or denial of admission to public housing. It is the policy of the PHA to strive for objectivity and consistency in application of criteria used to evaluate the eligibility and screening of all families. The PHA will review all information provided by the family carefully and **without regard to factors other than those** defined in this chapter. Families will be provided the opportunity to explain their circumstances, furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

3.1 POLICY OBJECTIVES [24 CFR 5.653, 24 CFR 960.202(b), and 24 CFR 903.2]

It is the objective of the PHA to house the broadest possible range of families with extremely low to low incomes in order to achieve a stable, mixed resident body. Concentration of very-low income families will be avoided.

A. **INCOME TARGETING AND DECONCENTRATION**

As a general rule, not less than 40% of any new admissions in any fiscal year, shall be families whose income does not exceed 30% of median income for the area.

The PHA will encourage extremely low income applicant families to move into developments populated with higher income families. Also, the PHA will encourage higher income applicant families to move into developments populated with extremely low income families. This effort will support the PHA's objective to achieve a stable mixed income resident body and avoid concentration of extremely low income families.

The PHA will affirmatively market public housing to all eligible income groups.

3.2 TIME OF SELECTION AND OCCUPANCY STANDARDS

When a housing unit becomes available, the PHA will contact the first family who is next on the waiting list and who meets the eligibility criteria for this type of unit or development and whose income category would help meet the deconcentration goal and/or the income targeting goal.

A. **UNIT OCCUPANCY STANDARDS**

The PHA's occupancy guidelines standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines. All guidelines in this section relate to the number of bedrooms in the unit. Generally the PHA will assign one bedroom to two people within the following guidelines:

GUIDELINES FOR DETERMINING BEDROOM SIZE

Number of Bedrooms	Number of Persons in Household	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

To avoid overcrowding and to assist as many families as possible, available housing units shall be issued in accordance with the occupancy standards set forth below:

1. Minimum and maximum standards may be adjusted based on unit design, to make temporary use of available units or to accommodate the medical needs of a family.
2. Dwelling units will be assigned so as not to require the use of the living room for sleeping, except in studio units.
3. Every family member is to be counted as a person in considering the appropriate bedroom size.
4. Families may have foster children or foster adults live with them if it does not result in overcrowding. Foster persons are counted for occupancy standards, but do not qualify for the \$480 dependent allowance. Foster children are qualified in the deductions for reasonable child care expenses as long as the other eligibility criteria is met.
5. In the assignment of dwelling units, the PHA will consider and advise the applicant or resident of the following guidelines:
 - a. No more than two persons would be required to occupy a bedroom.

- b. Persons of different generations, persons of the opposite sex (other than spouse) and unrelated adults would not be required to share a bedroom.
- c. Children, with the possible exception of infants, would not be required to share a bedroom with persons of different generations, including their parents.
- d. In no event may any single person (who is not 62 years old or older, disabled, persons with disabilities, or the remaining member of resident family) be provided a housing unit with two bedrooms or more.
- e. If a single person is pregnant, the unborn child will be counted as a person in considering the appropriate bedroom size. A third-party verification may be provided by the applicant if the PHA feels it is necessary. No allowance will be given for the unborn child and the income limit for one-person family is used.
- f. Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- g. Space may be provided for children who are away at school, but who lives with the family during school recess.
- h. Single person families shall be allocated one bedroom.

B. ONE UNIT OFFER

Applicants will only receive unit offers from the city and/or county waiting lists where they have requested their name to be listed for housing assistance. Therefore, when housing units become available, the family will receive **one** unit offer. If the applicant refuses the unit offer without good cause, the applicant will be removed from **all other** waiting list.

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("**good cause** ") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to consideration of race, color, sex, religion or national origin, the applicant will not be removed from the waiting list. Good cause for refusal of a unit offer, under which an applicant would not be removed from the waiting list may include, but limited to:

1. **Inaccessibility** to source of employment, education, or job training, children's daycare, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of daycare or an educational program for children with disabilities;
2. **The family demonstrates** to PHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, risk assessments related to witness protection from a law enforcement agency, or other court orders. Reasons

offered must be specific to the family. ***Refusals due to location alone do not qualify for this good cause exemption;***

3. **A health professional verifies** temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide necessary to the care of the principal household member;
4. **The unit is inappropriate** for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 Day Notice to vacate;
5. **An elderly or disabled family** makes the decision not to occupy or accept occupancy in designated housing.

The applicant should be able to document that the hardship claimed is "**good cause**" for refusing an offer of housing. If good cause is verified, the refusal of the offer shall not require that the applicant be removed from the waiting list or otherwise affect the family's position on the waiting list.

The applicant will have **seven** working days to consider a unit offer before deciding whether to accept or refuse the offer.

The PHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal by an applicant.

If the reason given by the applicant violates Fair Housing Laws, i.e. racial discrimination, the application will be removed from **all** waiting lists.

C. BUILDINGS DESIGNED FOR THE ELDERLY AND DISABLED

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.

D. MEDICAL NEED FOR LARGER UNIT

If an applicant requests a need for a larger unit for medical reasons, a written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

E. ACCESSIBLE UNITS

When an accessible housing unit becomes available, the unit shall be offered:

1. **First:** to a current public housing resident who has disabilities requiring the accessibility features and who is living in a non-accessible unit.
2. **Second:** to an eligible qualified applicant on the waiting list having disabilities requiring an accessible unit. A disabled applicant has the right to reject a unit that does not meet his/her accessibility needs without having the rejection counted against him/her. A separate bedroom can be provided for live-in attendants with proper medical verification.
3. **Third:** to an applicant not having disabilities requiring the accessibility features. In this case the applicant must agree to move to a non-accessible unit when one becomes available, should an individual or family needing such accessible features apply and become eligible for admission to the program. 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.

If a non-handicapped person has a regular visitor who is handicapped, the unit must be accessible to the handicapped person.

F. EXCEPTIONS TO OCCUPANCY STANDARDS

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

1. **Applicants may request** to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes).
 - a. In these referenced cases, a family that voluntarily accepts a unit that is smaller than what the family is eligible for, will be required to sign a statement stating that unless there is an increase in family size, the family agrees that they are not eligible for transfer to a larger unit for **at least one year**.
 - b. The applicant or resident shall sign a statement acknowledging its request for the PHA's waiver of these guidelines in assignment of a unit.

2. **At the PHA's discretion**, the family may be offered a smaller unit than the preferred unit size, based on the PHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier. However, the PHA will not lease a one-bedroom unit to a three-person family that includes two adults and an adolescent or teenager.
3. **For a three-person family**, that includes two adults and an infant, the PHA may allow the family to lease a one-bedroom unit in a desired general occupancy development.

All members of the family residing in the unit must be screened and approved by the PHA. The family must obtain approval of any additional family members before the person occupies the unit except for additions by birth, adoption, or court-ordered custody, in which case the family must inform the PHA within **ten days**.

3.3 **CONDITIONS GOVERNING ELIGIBILITY [24 CFR 960.201, 24 CFR 960.202, AND 24 CFR 960.203]**

A. ELIGIBILITY CONDITIONS

Applicants for the public housing program shall be deemed initially eligible for consideration provided that they meet all of the following conditions:

1. The applicant must qualify as a Family (as defined in **Appendix 1**).
2. Either their Annual Income (as defined in Appendix 1) does not exceed the applicable Low Income Limit (listed in Appendix 2), or they have continuously been assisted under the United States Housing Act of 1937. To determine if a family is income-eligible, the PHA compares the Annual Income of the family to the applicable income limits for the family size. Income limits apply only at admission and are not applicable for continued occupancy or families transferring within the PHA's public housing.
3. Families are required to provide verification of social security numbers issued by the Social Security Administration for all family members age 6 and older prior to admission or certify that they do not have one. This requirement also applies to persons joining the family after admission to the program.
4. In addition to the eligibility criteria, families must also meet the PHA's screening criteria for suitability as a resident described in Section 3.5 of this Chapter, in order to be admitted to public housing.

5. A family member must be a U.S. citizen or eligible immigrant. A non-citizen lawfully admitted to the U.S. either as a permanent or a temporary resident is considered an eligible immigrant.

B. CITIZENSHIP / ELIGIBLE IMMIGRATION STATUS

In order to be eligible for admission into public housing, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed.” Such applicant families will be given notice that their assistance will be prorated.

No Eligible Members. Applicant families that include no eligible members will be ineligible for admittance into public housing. Such families will be denied admission and offered an opportunity for an informal conference.

Non-citizen Students. Defined by HUD in the non-citizen regulations are not eligible for assistance.

Non-contending Member. Individuals who do not contend that they have eligible status. If one or more members of a family elect not to contend that he/she has eligible immigration status and the other members of the family establish their citizenship or eligible immigration status, the family may be considered for assistance despite the fact that no declaration or documentation eligible immigration status is submitted by one or more members of the family. The family, however, must identify in writing to the PHA the family member(s) who will elect not to contend that he/she has eligible immigration status.

The Non-Citizens Final Rule, published 5/12/99, requires that families assisted may be suspended for at least 24 months if the family knowingly permits an ineligible individual to reside on a permanent basis in the family’s unit. Suspension does not apply to ineligible individuals already in the household where the family’s assistance has been prorated.

C. TRANSFERS (see Chapter 8)

Transfers within the public housing program shall take preference over admissions of applicants from the waiting list. Transfer situations may include:

1. Emergencies;
2. Demolition, disposition rehabilitation of unit;
3. Reasonable accommodation;
4. Occupancy Standards; and
5. Incentive to residents with good resident histories.

Residents on the transfer list may refuse transfer offers for the “*good cause*” reasons without losing their position on the transfer list. Residents who refuse a transfer offer without good cause may be removed from the transfer list and residents whose transfers are mandatory are subject to lease termination. Residents are entitled to use the PHA Grievance Procedure if they are refused the right to transfer or if the PHA is requiring them to transfer and they do not want to do so.

3.4 INTERVIEW FOR ADMISSIONS

The PHA utilizes the full application interview to discuss the family’s circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs which may be available.

- A. The head of household and/or spouse are required to attend the interview, complete the application, and certify by signature, that all the information is complete and accurate.
- B. It is the applicant’s responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses the scheduled meeting without good cause, the PHA will reject the application as indicated in the appointment letter.
- C. Reasonable accommodations will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.
- D. Interviews will be conducted in English. For Limited English Proficient (LEP) applicants, the PHA will provide translation services through the Language Line Services.
- E. All adult members must sign the HUD Form 9886, *Consent for Release of Information*, the consent related to citizenship/immigration status and any other documents required by the PHA. Failure to sign all required verification forms for information, will cause the denial of the application for failure to provide necessary certifications and releases as required by the PHA.
- F. Information provided by the applicant will be verified, including information related to family composition, income, allowance, and deductions, assets, eligible

immigration status, full-time student status and other factors related to eligibility and rent calculations.

- G. If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given **seven (7) working days** to supply the information.
- H. If the information is not supplied in this time period, the PHA will provide the family a written notification of denial of admission.

3.5 **APPLICANT SCREENING FOR RESIDENT SUITABILITY**

A. APPLICANT SCREENING

The PHA shall rely upon sources of information which may include, but not limited to, PHA records, personal interviews with the applicant/resident, information and/or interviews with previous landlords, employees, family social workers, parole officer, credit reports, criminal and court records, clinic, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

Determination of initial eligibility for the public housing program does not guarantee the acceptance of applicants as residents. Applicant's suitability as residents shall also be evaluated on the basis of the following information and criteria:

1. **Financial Obligation:** The applicant's history of meeting all financial obligations, especially the payment of rent. The PHA will complete a rental history check on all adult applicants.
2. **Drug or Alcohol Abuse:** Applicants who, by definition of the Department of Housing and Urban Development 1996 "Extender Act":
 - a. Have a history of any *drug or alcohol abuse* or related activity, or criminal activity, whether or not they have been convicted on criminal charges. Use of alcohol is not grounds for rejecting an applicant unless the abuse or pattern of abuse of alcohol results in behavior that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
 - b. Have a history of *behavior* that would threaten the health, safety or peaceful enjoyment of the premises by other residents.
3. **Criminal History:** Provision of evidence that any and all prior criminal activity on the part of any member of the household does not constitute a present danger to other

PHA's residents or to PHA's staff. Criminal history background shall be evaluated on the basis of:

- a. The seriousness of any and all crimes committed;
- b. The number of offenses;
- c. Recommendations from parole officers or other representatives of the criminal justice system;
- d. Certification of completion of rehabilitation;
- e. Court records, police records, physicians reports, social worker reports, etc.;
- f. Evidence of criminal or malicious activity while a visitor on the PHA's property or as a former member of a resident family of the PHA;
- g. The illegal manufacture, sale, distribution, use, or possession of a controlled substance by any member of the prospective resident household;
- h. Any individual convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") will be permanently denied admission into any public housing unit according to Section 428 of the FY 1999 HUD Appropriations Act, Section 16, Subsection (f);
- i. Violent criminal activity also includes any criminal activity that has as one of its elements the use, attempted use, or threatened use, of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

4. **Registered Sex Offender: Adult individuals who are registered in the State's Lifetime Sex Offender Registrations Program, including live-in aides, will not be admitted to public housing.**

5. **Rental History:** Reports from prior landlords indicating the resident's rent payment history, maintenance of property, and the behavior of resident's guests and family members.

6. **Lack of Disclosure:** Lack of complete disclosure of family members' income and assets or indications that the applicant is deliberately obstructing efforts to obtain said information may jeopardize the applicant's acceptability for housing, since it is indicative of a pattern which may persist once the person becomes a resident. Such behavior may be interpreted as attempted fraud and may result in the determination that the applicant is unacceptable in a federal program where assets and income determine the rent and eligibility.

B. FAMILY NOT SUITABLE FOR TENANCY

If the family is determined not suitable for tenancy, they shall be denied admission in writing and given the reason(s) for rejection. Those denied admission will be informed in writing and their right to an informal conference.

3.6 INCOME AND ASSETS

To determine annual income, the PHA counts the income of all family members. Once the annual income is determined, the PHA subtracts all allowable deductions as allowances to determine the TTP (Total Tenant Payment).

All sources of income must be verified in writing by the individuals' representatives, or from organizations providing such income. In addition, the applicant or participant will be required to sign a *Consent for Release of Information* form as designed by the PHA to be used in obtaining verifications of any and all sources of income and assets (including wage or benefit information from the California Employment Department).

Following are examples of income sources:

- A. Written statements from employers, the Social Security Administration Office, pension administrators, TANF, General Assistance, Unemployment benefits, Social Security Disability, State Disability, Worker's Compensation, severance payments, insurance payments, alimony, child support, and regular contributions from family members not residing within the household may be used to verify an applicant's/resident's income.
- B. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse, or who is considered a member of the family, is counted toward determination of eligibility and continued occupancy. Excluded from such consideration is special pay to a family member of the Armed Forces who is exposed to hostile fire.
- C. **Self-Employment.** For self-employed applicants, the provision of income tax records or a summarized book of accounts reflecting the gross and net income from a business or profession must be provided by the applicant. For this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for the depreciation of capital assets shall not be deducted to determine the net income. Such applicants shall also be required to sign the *Consent for Release of Information* form.
- D. Determination of income shall reflect the gross and not the adjusted income after deductions for taxes, social security, pension contributions, etc. In addition, wages shall include tips, overtime pay, bonuses, commissions, etc.
- E. **Asset Income.** Income from assets include, but is not limited to, interest on savings accounts, stock dividends, net income from real or personal property is counted when determining annual income.

1. Documentation shall be required from the applicant/resident's bank, fund manager, real estate manager, of all assets, of the value thereof and interest thereon, and of the dividends, or other net income derived from such capital indebtedness; and
 2. An allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property.
 3. The PHA has elected to count the value of savings and checking accounts by the following methods:
 - a. **Savings Account(s)** - will use the current balance in the savings account(s) and;
 - b. **Checking Account(s)** - will use the average balance for the past six months in the checking account(s).
 - c. **Exception to Third-Party Verification** - to checking and savings accounts may not be obtained:
 - i. if it is **not** cost-effective or reasonable to obtain third-party verification; and/or
 - ii. the amount of income that is being verified is an insignificant amount that would have minimal impact on the Total Tenant Payment (TTP) and the PHA is able to verify the amount through original documents provided by the applicant/resident.
 4. **Family Assets:**
 - a. Where a family has net family assets of \$5,000 or less, the PHA will use the actual income from all family assets.
 - b. Where a family has net family assets in excess of \$5,000, the PHA will use the greater of:
 - i. The actual income from all family assets;
 - ii. The imputed asset income from all net family assets. The imputed income is the cash value of the assets multiplied by a HUD-determined local passbook interest rate.
- F. **TANF Income.** The PHA has entered into an agreement with the welfare agency to provide written verification concerning welfare benefits for families receiving housing assistance.

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.

If the amount of the 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. **Seasonal and Irregular Income.** In cases where family members have occupations who regularly work less than 12 months per year i.e., seasonal farm labor workers, construction workers, school employees, IRS employees, etc., the PHA **will use** all past income to project annual income if it is the best indicator of expected future income. Since the family's employment history remains constant seasonal, projecting and/or anticipating all income in this manner will minimize the need for interim recertifications.

1. For this method, a history of all income from the past **two** years will be needed to anticipate the upcoming 12 months of income.
2. PHA will inform families with seasonal employment that all of their income has been factored in for the entire year. Therefore, when a family member has stopped working, an interim reexam will **not** be conducted.
3. Rent will not go down when the family member stops working.
4. If needed, the PHA will re-evaluate the family's rent on a case-by-case basis.

3.7 **INCOME EXCLUSIONS**

- A. Annual income does not include casual or sporadic gifts, amounts specifically for or in reimbursement of the cost of medical expenses, or lump sum additions to family assets such as inheritances, insurance payments, or settlements for personal or property losses.
- B. Annual income does not include payments received for the care of foster children or foster adults.

- C. 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.
- D. Income from employment of children (including foster children) under the age of 18.
- E. Annual income does not include the income of a live-in aide.
- F. Annual income does not include special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- G. Adoption assistance payments in excess of \$480 per adopted child.
- H. Annual income does not include the full amount of student financial assistance paid directly to the student or the educational institution.
- I. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- J. Annual income does not include incremental earnings and benefits from participation in a state or local employment training program. Amounts excluded by the provision must be received under employment training programs with clearly defined goals and objectives and are excluded only during participation in the program.
- K. Annual income does not include modest amounts (not exceeding \$200 per month) received by a resident as a stipend for performing a service to the PHA on a part-time basis that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time.
- L. Annual income does not include amounts received by a participant in other public assistance programs that are specifically for reimbursement of out-of-pocket expenses incurred solely to allow participation in a specific program (e.g. special equipment, clothing, transportation, child care, etc.).
- M. For family members who enrolled in certain training programs prior to October 1, 1999, the earnings and benefits resulting from the participation in employment training and supportive services programs. Such employment training and supportive services programs which are funded by the Federal, State or local government; are operated or administered by a public agency; and have the objective to assist participants in acquiring employment skills.
- N. Income received from these programs are excluded **only for the period** during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired after

completion of such program. If the family member is terminated from employment with good cause, the exclusion period shall end.

3.8 EARNED INCOME DISREGARD (EID)

For qualified families, the Earned Income Disregard/Disallowance calls for the exclusion of increases in income attributable to new employment or increased earnings over income received prior to qualifying for the disallowance.

To qualify for the EID, a family member must experience an increase in annual income that is the result of one of the following three events:

A. PREVIOUSLY UNEMPLOYED

1. Employment by a family member who was “previously unemployed” for one or more years prior to employment.
2. Previously unemployed also includes a person who has earned, in the previous 12 months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

B. ECONOMIC SELF-SUFFICIENCY OR JOB TRAINING

1. Whose annual income increases as a result of increased earnings by a family member *during* participation in any economic self-sufficiency or other job training program;
2. HUD’s definition of an “*economic self-sufficiency program*” is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families;
3. Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, work fairs, financial or household management, apprenticeship, or any other program necessary to ready a person for work (such as substance abuse or mental health treatment).

C. TANF BENEFITS

1. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within 6 months after receiving temporary assistance for needy families (TANF) benefits or services.
2. The total amount of TANF received over the six-month period must be at least \$500.

3. For this purpose TANF includes monthly income maintenance plus one-time payments, wage subsidies, transportation assistance or other such benefits and services.

D. EXCLUSION TIME-FRAME

The required disallowance of all or part of the increase in earned income for a total of 24 cumulative months, over a period of not more than 48 consecutive months, as described in the following paragraphs:

1. **Initial Twelve-Month Exclusion Period.** During the initial 12-month exclusion period, the full amount of the increase in income attributable to employment or increased earnings is excluded.
 - a. The initial full exclusion period begins on the date the family member who qualifies is first employed or first experiences an increase in income due to employment.
 - b. The initial full exclusion extends for a total of 12 cumulative months. The months do not have to be consecutive.
2. **Second Twelve Month Exclusion and Phase-In.** During the second 12-month exclusion and phase-in period, the exclusion is reduced to half, or 50 percent, of the increase in income attributable to employment or increased earnings.
 - a. The second 12-month exclusion period begins after the family member who qualifies has received 12 cumulative months of full exclusion.
 - b. The phase-in period extends for a total of 12 cumulative months. The months need not be consecutive.
3. **Maximum Four-Year Disallowance.** The four-year maximum exclusion clock starts ticking at the beginning of the initial exclusion period and ends exactly 48 months later.
 - a. No exclusion may be given after this lifetime limit has been reached.
 - b. A maximum of 12 cumulative months for each of the two exclusion periods (full and phase-in).
4. **Other EID Information.**
 - a. An applicant family is not eligible for EID at the time of admission.

- b. In a mixed family, a family member who does not have eligible immigration status is not eligible for EID.
- c. Only adults can qualify for the earned income disallowance.
- d. EID is considered to be exclusively part of the income-based rent formula.

3.9 **MANDATORY DEDUCTIONS FROM INCOME**

The following are HUD allowed deductions from Annual Income:

- A. **Dependent Allowance:** \$480 for each family member (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- B. **Elderly/Disabled Allowance:** \$400 per family for families whose head or spouse is 62 years of age or older or disabled.
- C. **Medical Expenses:** For families with an elderly, disabled, or persons with disabilities head of household or spouse, there shall be a deduction of any unreimbursed medical expenses exceeding 3% of the resident's or applicant's gross Annual Income.
- D. **Disability Assistance Expense.** A deduction is available to **any** assisted family. Families may deduct reasonable anticipated costs for attendant care and auxiliary apparatus for family members with disabilities, to the extent these expenses are reasonable and necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities (including the member who is a person with disabilities) to be employed.

This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds 3% of gross annual income.
- E. **Child Care Expenses:** For families, there shall be a deduction for reasonable child care expenses (other than reimbursed expenses) for children under the age of 13 when such care is necessary to enable the parent(s) to attend school full-time, full-time vocational training or employment. Reasonable expenses are those that do not exceed average child care expenses as determined by the PHA's survey of local child care costs. Foster children are also qualified in the deductions for reasonable child care expenses.

Deductions, as mentioned above, from the gross Annual Income, shall result in an *Adjusted Annual Income*. Such Adjusted Annual Income shall be calculated on a monthly basis and

the 30% factor applied, which shall result in the monthly TTP. In instances where a resident is required to pay for utilities (gas, electric, water, garbage or sewer), an adjustment shall be made in the TTP in accordance with the utility allowance schedule. The resulting figure shall be called the Tenant Rent.

3.10 VERIFICATION OF ELIGIBILITY

HUD regulations require that the factors of eligibility be verified by the PHA. PHA staff will obtain written verification from independent sources whenever possible and will document resident files whenever third party verifications are not possible. The PHA will obtain proper authorization from the family before requesting information from independent sources.

Verification of information must be dated within 120 days of certification. The PHA will verify information through the following methods of verification.

A. VERIFICATION RESOURCES

The PHA is required to verify documents relating to eligibility, assets, income, deductions from income, and compliance with applicant selection criteria. The PHA will use multiple resources to obtain reliable forms of verifications prior to admission. In fulfilling the verification requirements, PHA will follow the Levels of Verification Methods as stated below wherever possible. The PHA's verification tools may include, but not limited to the following verification resources:

1. HUD's Enterprise Income Verification (EIV) system, a single source of wage, unemployment compensation, and social security benefit information;
2. State wage information collection agencies (SWICAs);
3. State Temporary Assistance for Needy Families (TANF) systems, also known as California Work Opportunity and Responsibility to Kids (CalWORKs);
4. Credit Reporting Agencies;
5. Internal Revenue Service (IRS);
6. Private sector databases (e.g. The Work Number).

B. LEVELS OF VERIFICATION METHODS

1. **UP-FRONT INCOME VERIFICATION (UIV).** The verification of income, before or during a family reexamination, through an independent source that

systematically and uniformly maintains income information in computerized form for a large number of individuals. Verifications received electronically directly from the source are considered third-party written verifications. Where allowed by HUD, and/or State or local agencies, computer matching will be used.

- a. HUD maintains a Web site devoted to UIV, where links to many current UIV resources are posted. Current UIV resources include: HUD's Enterprise Income Verification (EIV) system, a single source of wage, unemployment compensation, and social security benefit information.
 - b. The UIV is not considered as an automatic substitute for other third-party verification, therefore, third-party verification may continue to be necessary as a supplement to the UIV information.
 - c. EIV resident income data is not available at the time of admission. In order to identify reported and unreported income, the PHA's staff will generate an EIV report within 90 days of admission. PHA staff will then compare the income amounts on the UIV and resident-provided documents.
 - d. When an EIV report is generated within 90 days of admission, and there is unreported income, PHA staff will obtain additional third-party verification and if necessary, recalculate the family's rent.
2. **THIRD-PARTY WRITTEN VERIFICATION.** Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family will be used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail.
3. **THIRD-PARTY ORAL VERIFICATION.** Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family, via telephone, will be used when third-party written verification is delayed or not possible.
- a. When third-party oral verification is used, staff will document in the resident's file, the date and time of the telephone call, with whom they spoke, and the facts provided.
 - b. If third party oral verification is not available, the PHA will compare the information to any documents provided by the family. If provided by telephone, the PHA must originate the call.
4. **DOCUMENT REVIEW.** In the event that third-party written or third-party oral verification is unavailable, or the information cannot be verified by a third-party within two weeks, the PHA will document the resident's file accordingly and utilize

documents provided by the family as the primary source if the documents provide complete information.

5. **RESIDENT DECLARATION.** The resident will be required to submit an affidavit or notarized statement of reported income and/or expenses. This will be used as a last resort when all other verification methods are not possible. The PHA's staff will document the resident's file why third party verification was not available. Self-certification means affidavit/certification/ statement under penalty of perjury.

C. GUIDELINE FOR PROJECTING ANNUAL INCOME WHEN UIV DATA IS AVAILABLE

The following guidelines are provided to assist in consistently and uniformly resolving income discrepancies. HUD has established the criteria for what constitutes a substantial difference in cases where UIV income data differs from resident-provided and/or other verified income information. HUD defines a substantial difference as one that is \$200 or more per month.

1. **UIV Income Data is Not Substantially Different than Resident-Provided Income Information.**

UIV will alleviate the need for third-party verifications when there is not a substantial difference between UIV and resident-reported income.

- a. If UIV income data is less than **current** resident-provided documentation, the PHA will use resident-provided documents to calculate anticipated annual income.
- b. If UIV income data is more than **current** resident-provided documentation, the PHA will use UIV income data to calculate anticipated annual income **unless** the resident provides the PHA with documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.). Upon receipt of acceptable resident-provided documentation of a change in circumstances, the PHA will use resident-provided documents to calculate anticipated annual income.

2. **UIV Income Data is Substantially Different than Resident-Provided Income Information.**

- a. The PHA will request written third-party verification from the discrepant income source, in accordance with 24 CFR 5.23(3)(I).
- b. The PHA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA can not readily

anticipate income, such as in cases of *seasonal employment, unstable working hours, and suspected fraud*.

- c. The PHA will analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- d. The PHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

The PHA will not delay the processing of an application beyond 15 calendar days because a third party information provider does not return the verification in a timely manner.

D. ITEMS/DOCUMENTS TO BE VERIFIED

The PHA is required to verify documents relating to eligibility, assets, income, deductions from income, and compliance with applicant selection criteria. PHA will follow the Levels of Verification Methods as stated above wherever possible. Items and documents to be verified includes, but is not limited to:

1. **INCOME, ASSETS AND ASSET INCOME.** Acceptable verification include, employment verification form completed by the employer, check stubs, earnings statements, W-2 forms plus income tax return forms.
2. **FAMILY MEMBERS IDENTITY.** Acceptable verification includes, birth certificates, marriage licenses, guardianship papers, California DMV identification cards, and California driver's licenses, shall be photo-copied and placed in the applicant's file in order to verify identity of all family members.
3. **SOCIAL SECURITY NUMBER.** The family must disclose the social security numbers for all family members six (6) years of age or older and provide verification by presenting the social security cards as issued by the Social Security Administration (or other acceptable verifications as determined by the PHA).
 - a. If a family member has no social security number, he/she or such other responsible member will be required to sign a certification to that effect.
 - b. If he/she has been assigned a social security number, but has no verification of such, he/she will be required to supply verification within 60 days of signing a certification identifying his/her assigned social security number.
 - c. Elderly families will be given an additional 60 days to produce such verification or certification.

d. Failure to comply within the specified time period will result in application denial, removal from the waiting list, or termination from the process.

4. **CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS.** Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status only once.

Citizens or Nationals of the United States - are required to sign a declaration under penalty of perjury. The PHA will not require citizens to provide documentation of citizenship.

Eligible Immigrants - who were participants and 62 years of age or older on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with Eligible Immigration Status - must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request, within ten days, that the INS conduct a manual search.

Ineligible Family Members - who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen Students on Student Visas - are ineligible members even though they are in the country lawfully. They show a student visa but their status will not be verified and they do not sign a declaration but are listed on the statement as ineligible members.

Non-Contending Members - individuals who do not contend that they have eligible status. If one or more members of a family elect not to contend that he/she has eligible immigration status and the other members of the family establish their citizenship or eligible immigration status, the family may be considered for assistance despite the fact that no declaration or documentation of eligible status is submitted for one or more members of the family. The family, however, must identify in writing to the PHA the family member(s) who will elect not to contend that he/she has eligible immigration status.

Failure to Provide - if an applicant or participant family member fails to sign a required declaration and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied admission for failure to provide required information. Once verification has been completed, it need not be repeated.

The regulations stipulate that one of the following documents are acceptable unless changes are published in the Federal Register.

- a. Resident Alien Card (I-55)
- b. Alien Registration Receipt Card (I-151)
- c. Arrival-Departure Record (I-94)
- d. Temporary Resident Card (I-688)
- e. Employment Authorization Card (I-688B)
- f. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

5. **MEDICAL EXPENSES.** Acceptable documents detailing unreimbursed medical expenses, for elderly/disabled families only, are required in order to determine the rent an applicant or participant will pay. (See Appendix 10: Medical and Disability Policy)
6. **DISABILITY ASSISTANCE EXPENSE.** Acceptable documents detailing nonreimbursed costs for attendant care and auxiliary apparatus for persons with disabilities are required in order to determine the rent an applicant or participant will pay. (See Appendix 10: Medical and Disability Policy)
7. **CHILD CARE EXPENSES.** Acceptable documents verifying child care expenses, including foster children (other than reimbursed expenses), which enable adult family members to attend school full-time, full-time vocational training, or employment (children cared for must be under 13 years of age), are required to determine the resident's rent.
8. **PREGNANCY.** Acceptable verification of pregnancy is required when it is the sole basis for qualifying a family's eligibility. In cases where an immediate determination cannot be made, the PHA may require a physician's certification.
9. **LIVE-IN AIDE.** Acceptable verification of the necessity for a live-in aide must be supported by written certification from a reliable, knowledgeable professional, such as a doctor or social worker.
 - a. Verification must include the hours the care should be provided (full-time or part-time basis).

- b. **Live-in aide** is not treated as a program participant and their income will not be counted for the purpose of determining eligibility.
 - c. A live-in aide is subject to screening for suitability requirements and shall not be considered as a remaining family member with residual rights to public housing.
 - d. Relatives, as a live-in aide, are not automatically excluded. The relative must meet the requirements to qualify and who otherwise would not be living in the unit except to provide necessary supportive services.
10. **PRE-ADMISSION HOME VISITS.** A pre-admission home visit may be completed to determine the acceptability of the family's housekeeping habits. If a home visit is scheduled, the applicant should be notified 48 hours in advance of the scheduled home visit.
11. **RENTAL HISTORY.** A narration of a landlord's response to the PHA's inquiry concerning an applicant's behavior as a resident shall be placed in the applicant's file. Similar information concerning other individuals who will be members of the applicant's household is to be obtained and kept with the applicant's file.
12. **ZERO INCOME FAMILIES.** Families reporting zero income and/or a minimal amount of income will be reviewed on case by case basis. Zero Income Families may include, but not limited to the following:
- a. Families who report zero income and have no income excluded for rent computation; or
 - b. Families whose total tenant payment equals the minimum rent; or
 - c. Families who report \$100 or less per month in total income; or
 - d. Families who report a minimal amount of income that warrants a Utility Reimbursement Payment.

Verification. The PHA will pursue a verification of income that reflects the family's lifestyle which may include a home visit to determine the likelihood of the applicant or resident's report. *A family budget or statement of financial responsibility may be required from the applicant/resident. Investigations may include ordering a credit report on the applicant or resident or household adult members.*

Consent. In addition, the applicant/resident and adult household members will be required to sign releases allowing the PHA to obtain verifications of *no-income* from sources including but not limited to: HUD's Enterprise Income Verification System, Department of Internal Revenue Services, Department of Veterans Affairs, Department of Social Services, etc.

The PHA will examine the family's circumstances every 60 to 90 days until the family has a stable income.

The PHA will request zero income families to complete a zero income worksheet, provide receipts for the amounts claimed, and self certify:

- Applicants who fail to provide receipts for the amounts claimed would be subjected to non-eligibility for admissions; and
- Residents who fail to provide receipts for the amounts claimed, would be in non-compliance with the Resident Dwelling Lease Agreement and be subjected to a 30 Day Notice to Vacate.

13. **PERMANENT ABSENCE OF ADULT MEMBER.** If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

- a. Husband or wife institutes divorce action;
- b. Husband or wife institutes legal separation;
- c. Order of protection/restraining order obtained by one family member against another;
- d. Proof of another home address, such as utility bills, cancelled checks for rent, drivers' license, or lease or rental agreement;
- e. Statements from other agencies, such as Social Services, that the adult family member is no longer living at that location;
- f. If adult member is incarcerated, a document from the court or prison stating how long they will be incarcerated;
- g. Notarized statement from family member or other verifiable document.

3.11 EVALUATION OF INFORMATION

All information assembled with regard to a potential resident is to be reviewed by PHA staff for completeness and accuracy. Where necessary, follow-up information shall be obtained.

After collection and documentation of information and the review for completeness and accuracy, it must be possible to make all of the following determinations concerning the applicant:

- A. Eligibility as a "family."

- B. Eligibility of the family with respect to income limits.
- C. Eligibility of the family with respect to its suitability as a resident. A suitable resident family is one that, in the estimation of the PHA's staff, would not have a detrimental effect on other PHA residents or on the environment of the complex.
- D. Eligibility of the family with respect to its having no outstanding balance on the PHA's records, or for any other federally-subsidized housing program.
- E. Determination of the appropriate size unit.
- F. Determination of the family's Adjusted Income and Total Tenant Payment.

3.12 DETERMINATION OF TOTAL TENANT PAYMENT [24CFR 5.628]

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

In general, the Total Tenant Payment (TTP) of the applicant shall be determined in accordance with the following guidelines and formulas. There may be other special factors impacting on Tenant Rent (TR) calculations, and PHA staff will review pertinent federal regulations and definitions prior to making a final determination.

A. 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.

Families who opt for the flat rent, the PHA will conduct a reexamination of the family's composition at least annually, and will conduct a reexamination of the family's income at least once **every three years**, rather than the annual review they would otherwise undergo.

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.

B. FORMULA METHOD

Families who pay an income-based rent, the PHA will conduct a reexamination of the family income and composition at least annually and will make appropriate adjustments in the rent after consulting with the family and upon verification of the information. The TTP shall be established based on one of the following calculations, whichever is the highest. The result shall be rounded to the nearest dollar.

1. 30% of Monthly Adjusted Income
2. 10% of Monthly Income
3. If the family receives General Relief or any other temporary assistance from Health and Human Services, and a part of the assistance payment, is specifically designated by such agency to meet the family's housing cost, that monthly portion of such payment shall be the Tenant Rent.
4. \$50.00 (minimum rent)

The family will pay the greater of the Total Tenant Payment (TTP) or the minimum rent of \$50, but never more than the flat rent.

Earned Income Disregard (EID) is considered to be exclusively part of the income-based rent formula. Therefore, in the case of a family who has qualified for the income exclusion described in Section 3.8 of this Chapter, upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the initial 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

C. MINIMUM RENT

Minimum rent refers to minimum Total Tenant Payment (TTP) and not a minimum Tenant Rent (TR). Families subject to a utility allowance could still be entitled to a utility reimbursement if the utility allowance is greater than the TTP.

Regardless of whether the family chooses to pay a flat rent or income-based rent, the family must pay at least the minimum rent except as described in 24 CFR 5.630 (b), *financial hardship exemption from minimum rent*.

The PHA has set the minimum rent at \$50. However, if the family requests a hardship exemption, the PHA will immediately suspend the minimum rent for the family until the PHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting on an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
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, child care, transportation, education, or similar items;
5. When a death has occurred in the family.

No hardship. If the PHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

Temporary hardship. If the PHA 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 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 PHA will offer a repayment agreement in accordance with this policy for any rent not paid during the period of suspension. During the suspension period, the PHA will not evict the family for nonpayment of the amount of Tenant Rent (TR) owed for the suspension period.

Long-term hardship. If the PHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

Appeals. The family may use the grievance procedure to appeal the PHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

D. FLAT RENT

The PHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The PHA determined the market value of the unit and set the rent at the market value. 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. If the flat rent is selected, a utility allowance is *NOT* deducted.

The schedule of flat rents is re-evaluated by the PHA on an annual basis. When the PHA adopts a new schedule of flat rents, all families who have elected to pay a flat rent will be notified (30-Day Notice) of this rent change.

The PHA will post the flat rents at each of the developments and at the central office. The flat rents are incorporated in this policy upon approval by the Boards of Commissioners.

E. RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE

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

1. Determine the 95th percentile of gross rents (Tenant Rent plus utility allowance) for the PHA. The 95th percentile is called the maximum rent.
2. Subtract the family's Total Tenant Payment (TTP) from the maximum rent. The resulting number is called the maximum subsidy.
3. 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.
4. Subtract the prorated subsidy from the maximum rent to find the prorated Total Tenant Payment (TTP). From this amount, subtract the full utility allowance to obtain the prorated Tenant Rent (TR).
5. Mixed families may also qualify for the Minimum Rent.

F. PRORATION OF RENT FOR "MIXED FAMILIES"

Proration of rent must be offered to any "mixed" applicant family seeking admission into public housing or resident family. A household is considered a "mixed" family when some family members have eligible immigration or citizen status, while other members do not. The amount of housing assistance, for the purpose calculating the rent, is based upon the number of family members with eligible immigration status and the PHA's maximum rent. This calculation reflects the mixed family's prorated flat rent amount.

G. REDETERMINATION OF PRORATED ASSISTANCE

The amount of prorated housing assistance provided will be recalculated at the time the maximum rents are revised or at the eligible family's scheduled recertification.

In addition, the amount of housing assistance will be recalculated whenever there has been a change in family composition or income.

H. REVISION OF MAXIMUM RENTS

The maximum rents will be calculated at least annually. At the PHA's discretion, the schedule of maximum rents **may** be modified from time to time. If the maximum rents are modified, the PHA will give at least a 30 Days Notice to each affected resident setting forth the proposed modification and the reasons thereof.

I. UTILITY ALLOWANCE

The PHA shall establish a utility allowance for all check-metered utilities and for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the PHA will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rates change by 10% or more since the last revision to the allowances.

1. **The utility allowance** will be subtracted from the family's formula rent to determine the amount of the Tenant Rent (TR). The Tenant Rent (TR) is the amount the family owes each month to the PHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities, *except if a flat rent* is selected, then a utility allowance is not deducted. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.
2. **Utility allowance revisions** based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual re-examination.
3. **Families with high utility costs** are encouraged to contact the PHA for an energy analysis. The analysis may identify problems with the dwelling that, once corrected, will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.
4. **Residents may submit a request** for a special utility allowance relief. In order to be considered for evaluation, the resident must submit a description of any special circumstances that affect the amount of electricity or gas usage and include the utility usage records for the previous 12 months. Only those circumstances which are beyond the residents control are eligible for consideration.

- a. Examples of special circumstances include the special needs of the elderly, physically ill, persons with disabilities or disabled persons in need of using special equipment and/or an apparatus which require consumption of energy to operate.
 - b. The PHA will review each case on an annual basis.
5. **The PHA may charge residents who pay flat rents** for excess consumption of PHA-provided utilities under the following conditions:
- a. The PHA has incorporated costs for reasonable levels of consumption into its flat rents;
 - b. The residents' consumption exceeds the reasonable levels used to determine the flat rents;
 - c. The excess consumption is documented through check metering.

J. INCOME CHANGES RESULTING FROM TANF PROGRAM REQUIREMENTS [24 CFR 5.615]

- 1. **Welfare Agency Sanction.** The PHA will not reduce the family rent contribution for families whose welfare benefits have been sanctioned by the Welfare Agency for:
 - a. Non-compliance with welfare self-sufficiency or work activities.
 - b. Because of fraud in connection with the welfare program.
 - c. The families income will include the amount of welfare benefits that would have been paid to the family if sanctions had not been imposed.
- 2. **Reduced Rent.** Any *other* time a resident's welfare grant is reduced or terminated, the reduce amount is the amount that shall be counted as income if the reduction was based on one of the following:
 - a. At expiration of lifetime or other time limit on the payment of welfare benefits;
 - b. If a family member cannot find a job, even though he or she has completed all the required economic self-sufficiency requirements;
 - c. Because the family's welfare grant was reduced for noncompliance with some other welfare agency requirement; or

- d. Because of an earlier inadvertent overpayment.

3.13 NOTIFICATION TO APPLICANTS

- A. Each applicant shall be informed in writing concerning his/her income and asset eligibility.
- B. For all other criteria which may adversely affect an applicant's eligibility or placement on the waiting list, the applicant shall be notified and either denied (if ineligible) or placed back on the waiting list with the appropriate rank (if eligible).
- C. The applicant is to be informed in writing of the reason for a determination of ineligibility. In addition, the applicant shall be informed that he/she has seven working days in which to make a request for an informal conference in order to contest a determination of ineligibility.
- D. Upon determination of eligibility for admission to the program, each applicant shall be advised of the expected date of vacancy.
- E. If it becomes necessary to defer a decision concerning eligibility, the applicant shall be so advised.

3.14 PUBLIC HOUSING RENT FLEXIBILITY AND SIMPLIFICATION ACT OF 2005 *(pending proposed Legislation)*

NOTE: *Should the proposed Legislation be adopted, the above rent calculation would be subject to adopted Legislative changes.*

The Public Housing Rent Flexibility and Simplification Act of 2005 would simplify and reform the rental payment requirements for the public housing program under the United States Housing Act of 1937 (42 U.S.C. 1437). It would reduce errors in income calculations and reporting; lessen the administrative burden on public housing authorities (PHAs); lessen the intrusion in residents' lives; and provide incentives for work and increased income. Once eligibility based on income is determined, the legislation would offer other means to set rents besides solely basing that calculation on family or individual income.

Chapter 4

DWELLING LEASE AGREEMENT

4.0 INTRODUCTION

This Chapter defines execution of the dwelling lease as a condition of occupancy for public housing. The PHA's dwelling lease must be structured to and in conformance with this Occupancy Policy, the Lease and Grievance Procedures outlined in 24 CFR, Section 966.4 and California State laws.

4.1 NEW LEASE

Once a family has been determined eligible for admission to public housing, they are ready for occupancy. PHA staff shall review all sections of the lease with the family. The head of household and co-head of each family shall be required to sign a lease prior to moving into the unit.

The family is briefed on the lease requirements, housing rules, families' roles and responsibilities, and the PHA's roles and responsibility. To ensure accurate communication, any family requiring special accommodations will be provided such services upon request. Provisions may include, but is not limited to:

- A. Telecommunication devices for the deaf;
- B. Sign language interpreters;
- C. Readers and amanuenses;
- D. Utilization of barrier-free meeting places;
- E. Non-discrimination complaint procedures.

All pro-rated rent amounts and security deposit shall be paid during initial execution of the lease. A copy of the lease, along with other pertinent documents, are to be provided to the resident and a copy placed in the PHA's permanent file of the family.

If for any reason a signatory to the lease ceases to be a member of the family, the old lease shall be voided and a new lease executed (provided that the family is still eligible for housing).

If at any time during the life of the lease there are changes in the family status or the PHA wishes to amend the lease, the lease is to be canceled and a new one executed, or changes shall be affected through the use of an amendment and thus made part of the existing lease. The remaining member of a family is a family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program under the lease. If the remaining member did not sign the lease, the PHA would determine whether it would be willing to enter into a new lease with that person (considering factors such as suitability for tenancy and their ability to uphold a lease).

4.2 LOCATION OF PAYMENT

Rent and other charges as specified in the Resident Dwelling Lease Agreement at:
Housing Authorities of the City and County of Fresno
Post Office Box 60336
Los Angeles, CA 90060-0336

4.3 RENTAL PAYMENTS

- A. The monthly rental amount shall be due and payable in advance on the first day of each month.
- B. A late payment charge of \$20 will be assessed after the fifth calendar day of the month. Residents that mail in partial payments will be returned to sender and subjected to a late payment charge.
- C. PHA will not accept cash.
- D. Residents who have submitted a check that is returned for insufficient funds will be charged the appropriate Non-Sufficient Funds (NSF) Bank Fee of \$10.00 and shall be required to make all future payments by cashier's check or money order.
- E. Payments will be applied to the oldest open charge on a resident's account.
- F. Prepayments will be applied toward the dwelling rent.

4.4 SECURITY DEPOSITS

Upon signing a lease agreement and in addition to the monthly rent, a resident shall pay a security deposit as follows:

- A. **0 - 1 Bedroom Units:** a minimum Security Deposit of \$75 or one month's Total Tenant Payment (TTP) rent, whichever is higher. The Security Deposit is not to exceed \$500.
- B. **2 (+) Bedroom Units:** a minimum Security Deposit of \$150 or one month's Total Tenant Payment (TTP) rent, whichever is higher. The Security Deposit is not to exceed \$500.
- C. **The Security Deposit for elderly residents only,** which includes persons with disabilities or disabled families, is a minimum Security Deposit of \$75 or one month's Total Tenant Payment (TTP) rent, whichever is higher. The Security Deposit shall not exceed \$350.

The Security Deposit shall be applied by management at the time of termination of the Lease toward any rent or other charges owed by the resident in the following order:

- A. Rent
- B. Late payment fee
- C. Maintenance Material
- D. Maintenance Labor
- E. Excess Utility Consumption
- F. Returned Check Fee
- G. Legal Fees

Management agrees to return the Security Deposit, if any, to resident when he/she vacates, within three (3) weeks, less any deductions for any costs indicated above, so long as the resident furnishes management with a forwarding address. Management will give resident a written itemized statement of any such costs for damages and/or charges deducted from the Security Deposit. The three (3) weeks notification is to begin from the date of vacate.

The Security Deposit may not be used to pay rent or other charges while resident occupies the dwelling unit. No refund of the Security Deposit (with the exception of the pet deposit) will be made until resident has vacated, and management has inspected the dwelling unit.

4.5 PHYSICAL AND MENTAL IMPAIRMENT

The resident must have the ability to comply with the Resident Dwelling Lease Agreement terms. If, during the term of the lease, resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of the lease, and cannot make arrangements for someone to aid him/her in complying with the lease, then the PHA will assist the resident, or designated member(s) of resident's family, to find more suitable housing and move resident from the dwelling unit. If there are no family members who can or will take responsibility for moving resident, PHA will work with appropriate agencies to secure suitable housing and terminate the lease.

4.6 PET POLICY (See Appendix 8)

Appendix 8 defines established rules which govern permitted domesticated pets in and/or on properties owned and operated by the PHA. These rules do not apply to animals that are used to assist the handicapped. The pet must be pre-approved and registered with the PHA. The PHA conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

4.7 PROVIDING INFORMATION TO LAW ENFORCEMENT

Section 28 of the U.S. Housing Act of 1937 requires that PHAs provide, upon legitimate request from a law enforcement officer, the current address, social security number and photograph (if applicable) of any recipient of assistance who is a fugitive, felon and/or a parole or probation violator. The PHA will comply on a case-by-case basis with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators.

4.8 USE AND MAINTENANCE OF PROPERTY

Resident shall not assign the dwelling unit, give accommodation to any roomers, lodgers, or other persons not listed on the Resident Dwelling Agreement, or permit the use of the unit for any purpose other than as the private dwelling solely for the resident and his/her family. This provision does not exclude reasonable accommodation of the resident's guests or visitors. However, the PHA reserves the right to request a recorded declaration of domicile or proof domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 14 days and/or nights in a 45-day period without prior notification of the PHA. Should the resident or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the unit, then the PHA may consider such person(s) a member of the resident household and may enforce any lease agreement shown to be broken and/or require recertification.

Resident shall keep the unit in a clean and sanitary condition, and shall comply with all laws and health and policy requirements with respect to the maintenance of rented unit. Continued lack of proper maintenance or failure to maintain sanitary conditions will be grounds for termination of tenancy.

4.9 SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS

The PHA reserves the right, to be exercised by its employees to exclude non-residents, including but not limited to guests, who conduct themselves in a manner to disturb the residents' peaceful enjoyment of their accommodations, community facilities or other areas of PHA's property to the extent allowable by all applicable laws and/or regulations.

4.10 VIOLENCE AGAINST WOMEN ACT OF 2005 (See Appendix 12)

Incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim or such violence. The PHA has the following rights when renting to victims of domestic violence:

- A. The PHA will evict victims of domestic violence for lease violations that are not related to disturbances caused by domestic violence.
- B. The PHA will split the lease to evict the domestic abuser without evicting the remaining household member(s) as long as the remaining household members are eligible for assistance.
- C. The PHA will evict the *victim* of domestic violence if the PHA can show that the victim's residency poses an "actual and imminent threat" to other residents or employees of the site.

4.11 TERMINATION OF LEASE

The PHA will not terminate a resident's lease based on the income of the resident unless it has been determined that there is decent, safe, and sanitary housing of suitable size for the family available at a rent not exceeding the resident's rent.

A. TERMINATION BY RESIDENT

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

B. TERMINATION BY THE PHA

The PHA will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. (See Chapter 5, Sec. 5.6, Community Service)

The PHA will terminate the lease for serious and/or repeated violations of material lease terms. Such violations include, but not limited to the following:

1. Non-payment of rent;
2. A history of late rental payments;
3. **Failure to provide** timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent at admission, interim, special or annual rent recertification;
4. Failure to allow inspection of the unit;
5. Failure to maintain the unit in a safe and sanitary manner;
6. **Assignment or subletting** of the premises or providing accommodation for unauthorized boarders or lodgers;
7. **Use of the premises** for purposes other than as a private dwelling solely for the resident and resident's family place of residency (other than PHA approved resident businesses);
8. **Destruction of property**, defacement or removal of any part of the premises or failure to cause guests to refrain from such acts.
9. **Any criminal activity** on the property or drug-related criminal activity on or off the premises. Any individual convicted of manufacturing or producing methamphetamine on PHA premises will be immediately and permanently terminated of their tenancy in public housing. Premises is defined as the building or complex, including common areas and grounds as defined in the HUD Federal Register.
10. **Abuse or pattern of abuse of alcohol** by a household member resulting in the behavior that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
11. **Harboring a convicted** felon, fugitive, and/or a parole or probation violator.

12. **The PHA 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.**
13. In the event a resident is absent from the dwelling unit for 14 consecutive days, *while in default of rent*, the resident shall be deemed to have abandoned the unit according to California State law. Any remaining personal property or belongings of resident shall be considered abandoned and may be disposed of by the PHA according to state law.
14. **Extended Absences.** In the event a resident does not notify the PHA of any extended absences, and he/she does not personally reside in the unit for a period exceeding 60 consecutive days, for reasons other than health or emergency, the resident will be in violation of the lease and shall be deemed to have abandoned the unit and the PHA may take the appropriate steps to terminate tenancy.
15. **Primary Residence.** During the term of the Resident Dwelling Lease Agreement, the use of the unit will be the resident's permanent and principle place of residency. In the event the resident maintains and/or rents another dwelling place as their sole place of residency during the term of the lease agreement with PHA, the resident will need to provide proof of their need for continued occupancy in public housing. If resident does not provide "good cause" verification for continued occupancy, PHA will take appropriate steps to terminate tenancy.
16. **Physical or Mental Impairment.** If, during the term of the Resident Dwelling Lease Agreement, the resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of the lease, and cannot make arrangements for someone to aid him/her in complying with the lease, then the PHA will assist the resident, or designated member(s) of the resident's family, to find more suitable housing and move the resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the resident, PHA will work with appropriate agencies to secure suitable housing and terminate the lease.
17. **In the event of the untimely and unexpected death** of the resident and there are no other adults in the household, the PHA shall contact the next of kin as designated in the resident's file. The PHA will make arrangements with the resident's designated representative regarding the resident's personal property and belongings.
18. **Lack of Disclosure** of the family's household composition, income, and assets or indications that the resident is deliberately obstructing efforts to obtain said information may cause termination of tenancy. Lack of disclosure may be construed as behavior interpreted as attempted fraud and may result in the determination that the resident is not suitable for continued occupancy in a federal program where assets and income determine the rent and eligibility.

C. NOTIFICATION REQUIREMENTS

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Tenant Grievance Procedures.)

Notice of Lease Termination shall be in writing and delivered to the resident or adult member of the household or send by first class mail properly addressed to resident return receipt requested. The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification. The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

D. TIME OF NOTICE

If the PHA terminates the lease, written notice will be given as follows:

1. At least fourteen (14) calendar days prior to termination in the case of failure to pay rent;
2. A reasonable time, according to State law, considering the seriousness of the situation when the health and safety of other residents or PHA employees is threatened;
3. At least thirty (30) days prior to termination in all other cases.

The PHA shall notify the U.S. Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

4.11 INSPECTIONS

The PHA is required to complete a physical inspection of the dwelling unit prior to resident's occupancy, once each year and periodically to review the condition of the unit.

The PHA and an adult member of the family will inspect the unit prior to moving into the dwelling unit. A written inventory listing the condition of the unit and furnished equipment will be signed by both parties and a copy provided to the resident.

The PHA will inspect each unit annually to ensure that the unit remains safe, decent, sanitary and meets local housing quality standards. If deficiencies are noted which require maintenance, a work order will be issued to correct those deficiencies.

Other inspections may be conducted by the PHA to check on preventive or annual maintenance items. The PHA's preventive maintenance procedures are covered in greater detail in Chapter 6 of this policy.

Also, at any given time during the year, a special inspection may be scheduled to enable HUD or HUD's designated contractors to inspect a sample of the PHA housing stock.

For the aforementioned inspections, the PHA shall provide the resident with reasonable notice or at least two (2) days notice to the scheduled entry.

If any PHA employee has reason to believe that an emergency exists within the dwelling unit, the unit can be entered leaving a written "Notice of Entry" for the resident.

Move-Out Inspections

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

Chapter 5

ELIGIBILITY FOR CONTINUED OCCUPANCY

5.0 INTRODUCTION

In accordance with HUD requirements, the PHA must conduct an annual re-certification of the family income and household composition of all families at least annually. The results of the re-certification determine the rent amount the family will pay and whether the family is housed in the appropriate size unit. Re-certifications and interim certifications will be processed in a manner that ensures families are given a minimum of 30 days notice of any rent increases. Income limits are not applicable for continued occupancy.

5.1 DISCLOSURE OF INFORMATION

- A. It is a HUD requirement that families report all income and household composition changes to the PHA. It is the family's responsibility to promptly furnish to the PHA any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income. The PHA will verify the accuracy of the income information received from the family and change the amount of the resident's rent.
- B. Lack of complete disclosure of family members' income and assets or indications that the resident is deliberately obstructing efforts to obtain said information may jeopardize the resident's continued assisted housing.
 - 1. Such behavior may be interpreted as attempted fraud and may result in the termination of continued occupancy; and/or
 - 2. Failure to report income/asset changes in a timely manner (10 business days), may result in a retroactive rent charge, even if the failure was not intentional.

5.2 ANNUAL RECERTIFICATION NOTICE TO THE FAMILY

The PHA will notify the resident of their annual recertification in the following manner.

- A. **First Reminder Notice.** A notice and certification packet is mailed 120 days in advance of the recertification anniversary date. The resident is required to complete the certification packet on family composition, community service requirement, and incomes of all resident families. The resident must mail the certification packet by the appropriate date along with copies of all required documents.

- B. **Second Reminder Notice.** If the resident fails to respond within 30 days of the First Reminder Notice, the PHA will provide a Second Reminder Notice approximately 90 days prior to the resident's recertification anniversary date informing the resident that his/her recertification information is due. The second notice contains the same information as the First Notice and a new appointment is scheduled for the resident's annual recertification.

- C. **Third Reminder Notice / Notice of Intent to Terminate** If the resident does not respond to the Second Reminder Notice before 60 days prior to the recertification anniversary date, the PHA will provide the resident a Third Reminder Notice no later than 60 days prior to the anniversary date. This notice serves as a 60-Day Notice to terminate assistance.

- D. **Families on the flat rent** will only be required to go through the income recertification process every three (3) years. The schedule of flat rents by bedroom size are contained in Appendix 6 of this policy.
 - 1. Families on the flat rent may request to have a recertification and return to the formula based method at any time for any of the following reasons:
 - a. The family's income has decreased;
 - b. The family's circumstances have changed increasing their expenses for child care, medical care, etc.;
 - c. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
 - 2. Once a family switches to income-based rent due to financial hardship, the family must wait until its next annual recertification to select the type of rent.

- E. If the family fails in **submitting the certification packet and/or fails to attend the scheduled interviews**, this will result in eviction proceedings against the family.

5.3 **RECERTIFICATION**

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.

- A. Upon receipt of verification, the PHA will determine the family's annual income and will calculate their rent as follows:
 - 1. 30% of Monthly Adjusted Income
 - 2. 10% of Monthly Income
 - 3. If the family receives General Relief or any other temporary assistance from Health and Human Services, and a part of the assistance payment is specifically designated by such agency to meet the family's housing cost, that monthly portion shall be determined as the Tenant Rent.
 - 4. \$50.00 (minimum rent)
- B. The PHA 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.
- C. The PHA will determine the citizenship/immigration status of residents from whom the PHA had not previously collected the proper documentation or whose documentation suggested that their status was likely to change. In reviewing a family's citizenship/immigration status, the PHA generally considers citizenship/immigration status once for each family member, but will review more frequently if immigration status or family composition is likely to change (e.g., when a family applies for a change in immigration status).

The PHA will follow verification procedures and guidelines described in Chapter 3, of this policy.

5.4 INTERIM RECERTIFICATIONS

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

A. REPORTING CHANGES

Families are required to report the following changes to the PHA between regular recertifications. If the family's rent is being determined under the formula method, these changes **may** trigger an interim recertification. The family shall report the following changes within 10 working days of their occurrence:

1. There is a loss of lessee through death, divorce or continuing circumstances; **or addition of a family member who, by marriage, remarriage or otherwise, should become the lessee in accordance with MANAGEMENT policy**
2. A member has been added to the family through birth or adoption or court-awarded custody;
3. A household member is leaving or has left the family unit;
4. The household's income **increases or decreases** by more than \$200 a month;
5. When there is a change in citizenship or eligible immigration status of any household member;
6. When the amount of any allowance a household is entitled to increases or when a household becomes eligible for a new allowance.

B. ADDING TO HOUSEHOLD

In order to add a household member, other than through birth or adoption (including a live-in aide), the family must do the following:

1. The family must submit their request to the PHA that a new member will be added to the household;
2. Before adding the new member to the household, the individual must complete an application form stating their income, assets, and all other information required of an applicant;
3. The individual must provide their social security number if they have one and must verify their citizenship/immigration status;
4. The PHA will determine the eligibility of the individual before adding them to the household. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. 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;
5. The PHA will execute a new lease reflecting the new household member with the exception of a live-in aide.

C. REMOVING A MEMBER FROM HOUSEHOLD COMPOSITION

Permanent absence of an adult member. If an adult member who was formerly a member of the household is reported permanently absent by the family, the family must submit a valid verification to PHA. PHA will consider any of the following as verification:

1. Husband or wife institutes divorce action;
2. Husband or wife institutes legal separation;
3. Order of protection/restraining order obtained by one family member against another;
4. Proof of another home address, such as utility bills, cancelled checks for rent, driver's license, or lease or rental agreement;
5. Statements from other agencies, such as Social Services, that the adult family member is no longer living at that location;
6. If adult member is incarcerated, a document from the court or prison stating how long they will be incarcerated;
7. Notarized statement from family member or other verifiable document.

D. CHANGE IN CIRCUMSTANCES OF FAMILIES PAYING INCOME-BASED RENT

Families are not required to, but may at any time, request an interim recertification based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. **The following interim recertification will be performed:**

1. **When there is a change in citizenship or immigration status** of any household member:
 - a. a household member changes from an ineligible noncitizen to an eligible noncitizen or a U.S. resident; or
 - b. a household member changes from an eligible noncitizen to an ineligible noncitizen or becomes a citizen of another country.
2. **When a household is entitled to an increase allowance** or when a household becomes eligible for a new allowance. Household allowances include:
 - a. medical expense allowance
 - b. disability assistance allowance
 - c. elderly household allowance
 - d. child care assistance allowance
 - e. dependent allowance
3. **When the household's income decreases** by more than \$200 a month.
4. **The PHA may delay an interim recertification** when a household income decreases and confirmation is obtained that the household's income will be fully or partially restored in **two (2)** months.

- a. During the delay, PHA will continue to charge the resident the current rent.
 - b. During this delay, PHA will not evict the household for nonpayment of rent provided resident submits all required documentation.
 - c. During this delay, PHA will not charge the resident the monthly late rent fee provided resident submits all required documentation.
 - d. After the resident's new income is verified, PHA will recertify the resident and retroactively apply any rent reduction to the first day of the month after the date the resident's income decreased.
5. **PHA may refuse an interim recertification** for income decrease when a household's income decreases if:
- a. The decrease is a deliberate attempt to avoid paying rent;
 - b. The decrease will last less than a month. PHA will obtain confirmation of the length of the decrease.

E. APPROCHES TO INTERIM RENT INCREASES

Interim rent increase will be based on the "Fixed Rent System;" in a "Fixed Rent System," increases in family income between recertifications resulting in earned income from the employment of a current family member; increase in unearned income (e.g. COLA adjustment for Social Security); increase in income because a person with income (from any source) is approved by the PHA to join the household will not result in a rent increase until the next annual recertification. This will serve as an incentive for families to improve their economic circumstances.

5.5 SPECIAL CERTIFICATION

If family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the PHA may schedule special recertifications every 60 days until the income stabilizes and an annual income can be determined.

5.6 COMMUNITY SERVICE AND SELF-SUFFICIENCY (See Appendix 9)

In order to be eligible for continued occupancy, each adult family member must either: (1) contribute eight (8) hours per month of community service 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.

5.7 EFFECTIVE DATE OF RENT CHANGES

The resident will be notified of the recertification results and the effective date of the change in the following manner:

A. ANNUAL RECERTIFICATION

1. The new rent will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family;
2. If the rent determination is delayed, any rent increase will be effective the first of the month after the month in which the family received a 30 Day Notice of the amount. If the new rent is a reduction, the rent will be effective as scheduled on the anniversary date.

B. INTERIM CERTIFICATION

1. Any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount;
2. If the new rent is a reduction, the change will be effective the first of the month after the rent amount is determined.

5.8 TRANSFERS (See Chapter 8)

Families may be transferred to another housing unit to avoid overcrowding and assist as many families as possible in available housing units. The PHA will determine that the family may require a transfer to a different size unit as the result of family composition changes (increase or decrease). The PHA will advise the family that their name will be placed on a "transfer list" and be required to move when the appropriate bedroom size unit becomes available.

Transfer of a resident from one dwelling unit owned by the PHA to another shall be at the sole discretion of the PHA and shall take precedence over admittance of applicants from the waiting list.

A. PERSONS WITH DISABILITIES-ACCESSIBLE UNITS

1. The accessible dwelling unit shall be first offered to current residents who are in need of the accessible unit and second, to applicant families with disabilities in need of such dwelling.

2. Residents in need of special medical equipment or requiring special accommodations due to medical conditions shall be offered transfers when such units become available.
3. After admission, a person with disabilities who “recovers” can remain in assisted housing, but is no longer considered a “disabled family,” and cannot qualify for deductions allowed by family members with disabilities.

B. EXECUTION OF NEW LEASE FOR TRANSFERS

In the event of transfer, the old lease shall be voided and a lease for the new unit shall be signed under the condition that any balance owed on the old unit shall become an obligation under the new lease.

C. TRANSFER REQUEST FORM

A resident may request a transfer to another unit at any time, after a one year minimum residency, by completing a “*transfer request form*.” The PHA will review the request and may contact the resident to better understand the need for a transfer and explore possible alternatives. After review of the situation, the PHA will either deny or approve the resident’s transfer request and send a written notice to the family. If the transfer is approved, the family’s name will be added to the transfer list. If the transfer is denied, the notice will advise the family of their right to an informal conference.

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

Chapter 6

MAINTENANCE

6.0 INTRODUCTION

The PHA is responsible for managing the maintenance of the public housing units in the most cost effective manner while maximizing the useful life of the properties and providing the best responsible service to residents.

6.1 OBJECTIVES

It is the objective of the PHA to maintain its housing inventory stock and equipment in a decent, safe and sanitary condition. Comprehensive and consistent application of a maintenance program is intended to protect the overall integrity and viability of public housing in the most economical way possible.

6.2 MAINTENANCE PRIORITY SYSTEM

The work priorities adopted by the PHA exemplifies its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the PHA are as follows:

A. **EMERGENCIES**

Requests for maintenance service that involve **an immediate threat to life or property**, such as gas leaks, broken water pipes, inoperable plumbing and sewer facilities, etc., the PHA will respond to such requests within 24 hours.

B. **ROUTINE MAINTENANCE**

Requests for services which involve no particular urgency and which allow the PHA some discretion in scheduling the work order to gain efficiency. Although usually generated by resident request, such work orders may be initiated by the PHA.

C. **RESIDENT ROUTINE REQUEST**

Placing planned maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing so the PHA will decrease on-demand work and maintain the property in a manner that will keep and attract good residents.

6.3 PREVENTIVE MAINTENANCE

Preventive maintenance is performing tasks on a systematic routing basis. These tasks are predetermined and scheduled on an annual, semi-annual or quarterly basis, depending upon the priority, manufacturer's specifications and seasonal considerations. The proposed maintenance planned is structured around a calendar year, with assigned tasks strategically scheduled to correspond with normal seasonal requirements. It is imperative that the tasks include all PHA properties to insure consistency. Strict adherence to designated time frames is important to prevent overlap into another task's time period.

There are six (6) major areas that are addressed in the initial preventive maintenance cycle. These items presently dominate routine service requests and include:

- A. Wall heaters and forced air furnaces
- B. Plumbing and water heaters
- C. Electrical
- D. Air conditioning
- E. Locks and hardware
- F. Appliances (stoves and refrigerators)

Each of these major areas has a task list which identifies specific items to be serviced, calibrated or repaired. These areas will be checked off as they are completed for that particular unit.

Information recorded will include complex number, unit number and signature block for the PHA personnel. This will insure accountability for work performed and uniformity of service.

To ensure integrity of the preventive maintenance program, it is routinely monitored by PHA staff. During normal operating hours, the PHA will handle these requests with assigned PHA staff. However, weekends, holidays or after hours, the PHA may either assign staff or require the services of a local vendor to perform the emergency maintenance task.

6.4 PREVENTIVE PEST CONTROL

This service is to provide treatment for the elimination and control of all the usual types of household vermin and insects, including but not limited to, roaches, beetles, silverfish, ants, crickets, mice and rats in the partitions or woodwork of the PHA properties. Termites and other flying insects that require specialized treatment programs are to be determined by a licensed pest control contractor. This service is to be provided by the PHA trained personnel or by an outside licensed pest control contractor.

Once it has been determined by either the resident or the PHA that a pesticide program should be initiated, an effort should be made to have the adjoining unit scheduled for treatment of the same pest, if the building is a multi-unit dwelling. Once the PHA has scheduled a treatment, the resident should be notified in writing no later than 48 hours prior to scheduled treatment. Each resident is required to sign and receive appropriate written instructions prior to the scheduling of pest control service that stipulates the following:

- A. The importance of entry for scheduled work;
- B. The preparation of the unit for treatment of pesticides, (the removal of all articles from kitchen and bathroom cabinets, shelving and counters);
- C. The clearing of walls, floor and shelving in all closets, bedrooms, bathrooms, kitchen, livingroom, laundry area and hallways;
- D. The covering of all removed items with plastic, (food, utensils, clothing, bedding, personal hygiene items and fish tanks);
- E. The removal of all pets;
- F. The refrigerator is to be left closed;
- G. Entry back into the unit and replacement of removed items may start no sooner than 4 hours of application of pesticides, (unless otherwise stated by a PHA personnel or a pest control contractor).

All grounds and buildings should be inspected a minimum of once a year. If an extraordinary infestation of pests is located and application of pesticide is required, a program should be established for treatment every 16 - 18 days corresponding with egg hatching cycles (with a minimum of two treatments). All buildings including, offices, maintenance shops, storage areas, laundry areas, community rooms and occupied dwellings are to be included in the inspections.

The pest control service primarily involves crack and crevice treatment of baseboards, closets, cabinets, shelves, medicine cabinets and appliances, and/or with a fogging of the general area. The perimeter of the treated unit along with doorways and windows, are to be treated also. Where rodent activity is present, appropriate eradication methods are to be used with regular monitoring of sites.

PHA staff must comply with all state and local regulations, as well as manufacturers instructions (MSDS). The PHA is required to maintain records of pesticides used with a copy of the pesticides used in the file of each PHA employee applying pesticides and

location of pesticide application. If a pesticide application is applied in an occupied unit, a copy of pesticides used should be placed in the unit file.

For the safety and well-being of the PHA employees, a respirator program for pesticide application shall be followed, if applicable.

Chapter 7

RESIDENT GRIEVANCE PROCEDURE

7.0 SCOPE AND PURPOSE

The purpose of this grievance procedure is to assure that all residents are afforded an opportunity for a hearing if the resident disputes, within a reasonable time, any PHA's action or failure to act involving the resident's lease with the PHA's regulations which adversely affect the individual resident's rights, duties, welfare or status. This policy is also for disputes between residents and the PHA arising from Section 504 claims of reasonable accommodation. This grievance procedure is incorporated in the dwelling lease and is part thereof.

7.1 APPLICABILITY

This grievance procedure is applicable to all individual grievances as defined in Section 7.3 between the resident and the PHA, except that this procedure shall not apply to any grievance concerning an eviction or termination of tenancy based upon a resident's creation or maintenance of a threat to the health or safety of other residents or PHA employees.

This grievance procedure shall not be applicable to disputes between residents not involving the PHA or to class grievances, nor is this procedure intended to be a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA Boards of Commissioners.

This grievance procedure is not applicable to cases involving termination of tenancy for any person registered as a sex offender or any person involved in any drug related activity, on or off such premises, and for any resident who is involved in any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA.

7.2 DEFINITIONS

For the purpose of this procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the PHA's action or failure to act in accordance with the individual residents rights', duties, welfare or status.

- B. **“Complaint”** shall mean any resident whose grievance is presented to the PHA in accordance with Section 7.4 and 7.5.
- C. **“PHA”** shall mean the Housing Authorities of the City and/or County of Fresno.
- D. **“Hearing Officer”** shall mean a person selected in accordance with Section 7.5 of this procedure to hear grievances and render a decision with respect thereto.
- E. **“Hearing Panel”** shall mean a panel selected in accordance with Section 7.5 of this procedure to hear grievances and render a decision with respect thereto.
- F. **“Resident”** shall mean any lessee or the remaining head of household of any family member residing in low income public housing accommodations operated by the PHA.

7.3 INFORMAL SETTLEMENT OF GRIEVANCES

Any grievance shall be personally presented either orally or in writing (telephone calls will not be accepted), to the PHA’s main office or to the district office of the housing complex in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. The grievance must be presented within seven (7) working days of the PHA’s act or failure to act, which is the basis of the grievance.

A written summary of such discussion shall be prepared within seven (7) working days of the meeting, and one copy shall be given to the resident and one shall be retained in the PHA’s resident file. The summary shall specify:

- A. The names of the participants;
- B. Date(s) of the meeting(s);
- C. The nature of the proposed disposition of the complaint;
- D. The specific reasons therefore; and
- E. The procedures by which a formal hearing under Section 7.5 may be obtained if the complainant is not satisfied with the proposed disposition.

7.4 PROCEDURE TO OBTAIN A HEARING

A. REQUEST FOR HEARING

The complainant shall submit a written request for a formal hearing (telephone calls will not be accepted) to the PHA’s main office or to the district office of the housing complex in which the complainant resides, within seven (7) working days after receipt of the summary of discussion. The written request shall specify:

1. The reasons for the grievance; and
2. The action or relief sought.

B. SELECTION OF HEARING OFFICER OR HEARING PANEL

Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows: The hearing officer shall be an impartial, disinterested person selected jointly by the PHA and the complainant. If the PHA and the complainant cannot agree on a hearing officer, they shall each appoint a member of a hearing panel, and the members so appointed shall select a third member. If the members appointed by the PHA and the complainant cannot agree on a third member, such member shall be appointed by an independent arbitration organization such as the Center for Dispute Settlement of the American Arbitration Association, or by any other third party agreed upon by the PHA and the complainant.

C. FAILURE TO REQUEST A HEARING

If the complainant does not request a hearing in accordance with this Section, then the PHA's disposition shall become final. Failure to request a hearing does not constitute a waiver by the complainant of his/her right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

D. HEARING PREREQUISITES

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure as a condition precedent to a hearing under this section. However, if the complainant shall show good cause why he/she failed to proceed in accordance with this Section to the hearing officer or hearing panel, the provisions of this subsection may be waived by the hearing officer or hearing panel.

E. ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due, the complainant shall pay to the PHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the PHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in termination of the grievance procedure. However, the failure to make such payments shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of his/her grievance in any appropriate judicial proceeding.

F. SCHEDULING OF HEARING

Upon complainant's compliance with the above paragraphs of this Section, and unless there are extenuating circumstances, a hearing shall be scheduled by the hearing officer or panel for a time not less than seven (7) working days and no more than 20 working days after the complaint is received by the hearing officer or the hearing panel and for a place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

7.5 PROCEDURES

The hearing shall be held before a hearing officer or hearing panel, as appropriate. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

- A. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records, and regulations of PHA that are relevant to the hearing;
- B. The right to be represented by counsel or other person chosen as his or her representative;
- C. The right to a private hearing unless the complainant requests a public hearing;
- D. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PHA, and confront and cross-examine all witnesses on whose testimony or information the PHA relies;
- E. A decision based solely and exclusively upon the facts presented at the hearing;
- F. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determine that the issue has been previously decided in another proceeding.

If the complainant or the PHA fail to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five (5) working days, or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the PHA shall be notified of the determination. This determination shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and thereafter the PHA must sustain the burden of justifying the PHA's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer or the hearing panel and oral of documentary evidence pertaining to the facts and issues raised by the complaint must be received without regard to judicial proceedings. The hearing officer or hearing panel shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing.

7.6 DECISION OF THE HEARING OFFICER OR HEARING PANEL

The hearing officer or hearing panel shall prepare a written decision, together with the reason therefor, within seven (7) working days after the hearing is concluded. A copy of the decision shall be sent to the complainant and the PHA who shall retain a copy of the decision in the resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his/her representative, or a hearing panel or a hearing officer.

The decision of the hearing officer or hearing panel shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA's Boards of Commissioners determine within 20 working days, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern the PHA's action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing officer or hearing panel is contrary to applicable federal, state or local law, HUD regulations or requirements of the annual contributions contract and HUD and the PHA.

A decision by the hearing officer, hearing panel or Boards of Commissioners in favor of the PHA, or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever any rights the complainant may have trail de novo or judicial review in any judicial proceedings which may thereafter be brought in the matter.

7.7 PHA EVICTION ACTIONS

If a resident has requested a hearing in accordance with Section 7.4 on a complaint involving a PHA notice of termination of tenancy, and the hearing panel upholds the PHA's action to terminate the tenancy, the PHA shall not commence an eviction action in a state or local court until it has served a notice to vacate to the resident, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer or the hearing panel have been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that, if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney fees.

Chapter 8

RESIDENT TRANSFER POLICY

8.0 INTRODUCTION

This chapter explains the PHA's transfer policy, based on HUD regulations and PHA's policy decisions. Transfers will be made without regard to race, color, national origin, sex, religion, familial status, or persons with disabilities. This policy relates to resident transfers in four (4) parts:

1. **Emergency Transfers.** This part describes emergency transfers, emergency transfer procedures, and payment of costs associated with moving.
2. **PHA Required Transfers.** This part describes types of transfers that may be required by the PHA, notice requirements, and payment of costs associated with moving.
3. **Transfers Requested by Residents.** This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.
4. **Transfer Processing.** This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development and recertification.

8.1 EMERGENCY TRANSFERS

A. OVERVIEW

The emergency transfer differs from a typical transfer in that it requires immediate action by the PHA. In case of a genuine emergency, it may be unlikely that the PHA will have time or resources to immediately transfer a resident. Due to the immediate need to vacate the unit, placing the resident on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, the PHA will find alternate accommodations for the resident until the emergency is resolved, or a permanent solution is determined.

B. UNIT DAMAGED

If the dwelling unit is damaged to the extent that the unit becomes uninhabitable, conditions created which are hazardous to life, health, or safety of the occupants, the PHA will offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time.

The following is considered an emergency circumstance warranting an immediate transfer of the resident 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 could include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

C. EMERGENCY TRANSFER PROCEDURES

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the PHA will provide temporary accommodations to the resident 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 PHA will transfer the resident to the first available and appropriate unit after the temporary relocation. *Emergency transfers are mandatory for the resident.*

D. COSTS OF TRANSFER

The PHA will bear the reasonable costs of temporarily accommodating the resident and of long term transfers, if any, due to emergency conditions. *The reasonable cost of transfers includes the cost of packing, moving and unloading.*

The PHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the PHA will collect information from companies in the community that provide these services. *The PHA will reimburse the family for eligible reasonable cost of moving expenses.*

8.2 PHA REQUIRED TRANSFERS

A. OVERVIEW

The PHA has developed a reasonable transfer policy that may require a resident to transfer to another unit or location due to certain circumstances. The types of transfers that may be required by the PHA, include, but are not limited to:

1. Transfers to make an accessible unit available for a disabled family;
2. Transfers to comply with occupancy standards;
3. Transfers for demolition, disposition, revitalization, or rehabilitation; and
4. Emergency transfers.

B. TRANSFERS TO MAKE AN ACCESSIBLE UNIT AVAILABLE

When a non-accessible unit becomes available, the PHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is non-accessible. The PHA may wait until a mobility impaired resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

C. OCCUPANCY STANDARDS TRANSFERS

1. The PHA will transfer a family when the family size has changed and the family is now too large (over-crowded) or too small (over-housed) for the unit occupied. For purposes of the transfer policy, overcrowded and over-housed are defined as:
 - i. ***Over-crowded:*** the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the Unit Occupancy Standard chart in Section 3.2.
 - ii. ***Over-housed:*** the family no longer qualifies for the bedroom size in which they are living based on the PHA's occupancy standards as described in Section 3.2.
2. The PHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the PHA's occupancy standards, when the PHA determines there is a need for the transfer.
 - The PHA may elect not to transfer an over-housed family in order to prevent vacancies.
3. A family that is required to move because of family size will be advised by the PHA that a transfer is necessary and that the family has been placed on the transfer list.
4. Families that request and are granted an exception to the occupancy standards in accordance with Section 3.2 F, will only be required to transfer if it is necessary to comply with the approved exception.

D. DEMOLITION, DISPOSITION, REVITALIZATIONS, OR REHABILITATION TRANSFERS

1. The PHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The PHA's relocation plan may or may not require transferring affected families to other available public housing units.
 - If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on separate transfer lists.
2. In cases of revitalization or rehabilitation, the family may be offered a temporary relocation and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

E. ADVERSE ACTION

Transfers required by the PHA are mandatory for the resident. 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)]. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required time-frame, the PHA may not take action on the transfer until the conclusion of the grievance process.

F. COST OF TRANSFER

The PHA will bear the reasonable costs of transfers that the PHA requires. The reasonable costs of transfers include the cost of packing, moving, and unloading.

The PHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the PHA will collect information from companies in the community that provide these services. *The PHA will reimburse the family for eligible reasonable cost of moving expenses.*

8.3 TRANSFERS REQUESTED BY RESIDENTS

A. OVERVIEW

The only requests that the PHA is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of the PHA. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by the PHA.

B. TYPES OF RESIDENT REQUESTED TRANSFERS

The types of requests for transfers that the PHA will consider are limited to requests for:

1. Transfers to alleviate a serious or life threatening medical condition;
2. Transfers due to a threat of physical harm or criminal activity;
3. Reasonable Accommodation;
4. Transfers to a different unit size as long as the family qualifies for the unit according to the PHA's occupancy standards; and
5. Transfers to a location closer to employment.

The PHA will consider the following as high priority transfer requests:

1. When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature;
2. When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the PHA's discretion, include an assessment by law enforcement indicating a threat of criminal attack, potential retaliation for testimony, or where the resident is a victim of a hate crime or domestic violence;
3. When a family requests a transfer as a reasonable accommodation. An example of a reasonable accommodation transfer includes, but is not limited to, a transfer to a unit with accessible features.

The PHA will consider the following as regular priority transfer requests:

1. When a family requests a larger bedroom size unit even though the family does not meet the PHA's definition of overcrowded, as long as the family meets the PHA's occupancy standards for the request size unit;
2. When the head of household or spouse is employed 25 miles or more from the public housing unit, does not have reliable transportation, and public transportation is not adequate.

C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the PHA have established other standards for considering a transfer request.

1. Except where reasonable accommodation is being requested, the PHA will only consider transfer requests from residents that meet the following requirements:
 - a. Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - b. Owe no back rent or other charges, or have a pattern of late payment;
 - c. Have no housekeeping lease violations or history of damaging property;
 - d. Can get utilities turned on in the name of the head of household.
2. A resident with housekeeping standard violations will not be transferred until the resident passes a follow-up housekeeping inspection.
3. Exceptions to the good record requirement may be made when it is to the PHA's advantage to make the transfer.
4. If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guideline, the family will not be eligible to transfer to a larger size unit for a period of *two (2) years* from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

D. SECURITY DEPOSITS

When a family transfers from one unit to another, the PHA will transfer their security deposit to the new unit. The resident will be billed for any maintenance or other charges due for the old unit.

- A family transferring into a larger unit will pay the difference from their initial security deposit to the current TTP.

E. COST OF TRANSFER

The resident will bear all of the transfer costs. However, in cases of documented financial hardship, the PHA will consider assuming the transfer costs when the transfer is done as a reasonable accommodation.

F. HANDLING TRANSFER REQUESTS

1. Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.
2. In case of a reasonable accommodation transfer, the PHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the PHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.
3. The PHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.
4. If the family does not meet the “good record” requirements under this Section 8.3.C, the Manager will address the problem and, until resolved, the request for transfer will be denied.
5. The PHA will respond within ten (10) working days of the submission of the family’s request. If the PHA denies the request for transfer, the family will be informed of its grievance rights.

8.4 TRANSFER PROCESSING

A. OVERVIEW

Transfers will be placed on a transfer list and handled in the appropriate order. The transfer process will be clearly auditable to ensure that residents do not experience disparate treatment.

B. TRANSFER LIST

1. The PHA will maintain a centralized transfer list within each district office to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.
2. Emergency Transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately on a case by case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list.

3. Transfers will be processed in the following order:
 - a. Emergency transfers
 - b. Verified medical condition
 - c. Threat of harm or criminal activity
 - d. Reasonable Accommodation
 - e. Transfer to make an accessible unit available
 - g. Demolition, renovation, etc.
 - h. Occupancy Standards
 - i. Other PHA required transfers
 - j. Other resident requested transfers
 - i. Within each category, transfers will be processed in the order of the date the family was placed on the transfer list, starting with the earliest date.
 - ii. Demolition and renovation transfers will gain the highest priority as necessary to allow the PHA to meet the demolition or renovation schedule.
 - iii. Transfers will take precedence over waiting list admissions.

C. TRANSFER OFFER POLICY

Residents will receive one offer of a transfer.

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

When the transfer has been requested by the resident, refusal of that offer without good cause will result in the removal of the household from the transfer list and the family must wait **one year** to reapply for another transfer.

D. GOOD CAUSE FOR UNIT REFUSAL

The PHA will require documentation of good cause for unit refusals. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

1. **Inaccessibility to** source of employment, education, or job training, children's day care, or an educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an education program for children with disabilities.

2. **The family demonstrates** to the PHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
3. **A health professional verifies** temporary hospitalization or recovery from illness of the principal household member, other household members as listed on final application, or live-in aid necessary to the care of the principal household member.
4. **The unit is inappropriate** for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 Day Notice to Vacate.

E. DECONCENTRATION

The PHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve the PHA's deconcentration goals. A deconcentration offer will be considered a "bonus" offer, that is, if a resident refuses a deconcentration offer, the resident will receive one (1) additional transfer offer.

F. RECERTIFICATION POLICIES FOR TRANSFERS

The recertification date will not change.

CHAPTER 9

PROGRAM INTEGRITY

9.0 INTRODUCTION

The PHA is committed to ensuring that funds made available to the PHA are spent in accordance with HUD requirements. The PHA policy is designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

For purposes of this Chapter, the term **error** refers to an unintentional error or omission. **Program abuse or fraud** refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

9.1 PREVENTING ERRORS AND PROGRAM ABUSE

The PHA anticipates that the vast majority of families and PHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that the PHA's program is administered effectively and according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

- A. The PHA will provide each applicant and resident with the publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse.
- B. The PHA will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the Resident Dwelling Lease Agreement. The PHA will discuss program compliance and integrity issues. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing checklist to confirm that all rules and pertinent regulations were explained to them.
- C. The PHA will routinely provide residents with information as part of every reexamination interview in order to clarify any confusion pertaining to program rules and requirements.

PHA staff will be required to review and explain the contents of all HUD and PHA required forms prior to requesting family member signatures.

- D. The PHA will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family member.
- E. The PHA will provide each PHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.

9.2 DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

A. QUALITY CONTROL AND ANALYSIS OF DATA

The PHA will employ a variety of methods to detect errors and program abuse, including:

1. The PHA routinely will use available sources of up-front income verification to compare with family-provided information.
2. At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.
3. The PHA will compare family-reported income and expenditures to detect possible unreported income.

B. INDEPENDENT AUDITS AND HUD MONITORING

The PHA will use the results reported in any independent audit (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the PHA's error detection and abuse prevention efforts.

C. INDIVIDUAL REPORTING OF POSSIBLE ERRORS AND PROGRAM ABUSE

The PHA will encourage staff, residents, and the public to report possible program abuse.

9.3 INVESTIGATING ERRORS AND PROGRAM ABUSE

A. WHEN THE PHA WILL INVESTIGATE

The PHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the PHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

The PHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

B. CONSENT TO RELEASE OF INFORMATION

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require applicant/resident families to give consent to the release of additional information.

C. ANALYSIS AND FINDINGS

1. The PHA will base its evaluation on a preponderance of the evidence collected during its investigation.
 - *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
2. For each investigation the PHA will determine:
 - a. whether an error or program abuse has occurred;
 - b. whether any amount of money is owed the PHA; and
 - c. what corrective measures or penalties will be assessed.

D. CONSIDERATION OF REMEDIES

All errors and instances of program abuse will be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse. In the case of family-caused errors or program abuse, the PHA will take into consideration:

1. the seriousness of the offense and the extent of participation or culpability of individual family members;
2. any special circumstances surrounding the case;
3. any mitigating circumstances related to the disability of a family member;
4. the effects of a particular remedy on family members who were not involved in the offense.

E. NOTICE AND APPEALS

The PHA will inform the relevant party in writing of its findings and remedies within ten (10) business days of the conclusion of the investigation. The notice will include:

1. a description of the error or program abuse;
2. the basis on which the PHA determined the error or program abuses;
3. the remedies to be employed;
4. the family's right to appeal the results through an informal hearing or grievance hearing.

9.4 CORRECTIVE MEASURES AND PENALTIES

A. UNDERPAYMENT OR OVERPAYMENT

An underpayment or overpayment includes an incorrect resident rent payment by the family, or an incorrect utility reimbursement to a family.

1. **Corrections.** Increases in the resident rent will be implemented only after the family has received a 30 Days Notice. Any decreases in the resident rent will become effective the first of the month following the discovery of the error.
2. **Reimbursement.** Whether the family is required to reimburse the PHA or the PHA is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

This section deals specifically with errors and program abuse by family members. An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

1. **Family Reimbursement to PHA.** In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. The PHA may, but is not required to, offer the family a Repayment Agreement. If the family fails to repay the amount owed, or violates the Repayment Agreement, the PHA will proceed to terminate the Resident's Dwelling Lease Agreement.
2. **PHA Reimbursement to Family.** The PHA will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family.
3. **Prohibited Actions.** An applicant or resident in the public housing program must not knowingly:
 - a. Make a false statement to the PHA [Title 18 U.S.C. Section 1001];
 - b. Provide incomplete or false information to the PHA;
 - c. Commit fraud, or make false statements in connection with an application for assistance or with reexamination of income.
 - d. Any of the following will be considered evidence of family program abuse:
 1. Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives;
 2. Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf;
 3. Use of a false name or the use of falsified, forged, or altered documents;
 4. Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition);
 5. Omitted facts that were obviously known by a family member (e.g., not reporting employment income);
 6. Admission of program abuse by an adult family member.

7. The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.
4. **Penalties for Program Abuse.** In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.
 - a. The PHA may require the family to repay any amounts owed to the program;
 - b. The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit;
 - c. The PHA may deny admission or terminate the Resident's Dwelling Lease Agreement following the policies set forth in Chapter 4 respectively;
 - d. The PHA may refer the family for state or federal criminal prosecution.

C. PHA-CAUSED ERRORS OR PROGRAM ABUSE

This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the PHA personnel policy. PHA-caused incorrect rental determinations include failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and errors in calculation.

1. **Repayment to the PHA.** The family is not required to repay an underpayment of rent if the error or program abuse is caused by a PHA employee.
2. **PHA Reimbursement to Family.** The PHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of an employee-caused error or employee program abuse.
3. **Prohibited Activities.** Any of the following will be considered evidence of program abuse by a PHA employee:
 - a. Failing to comply with any public housing program requirements for personal gain;
 - b. Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or resident;
 - c. Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to the PHA;

- d. Disclosing confidential or proprietary information to outside parties;
- e. Gaining profit as a result of insider knowledge of PHA activities, policies, or practices;
- f. Misappropriating or misusing public housing funds;
- g. Destroying, concealing, removing, or inappropriately using any records related to the public housing program;
- h. Committing any other corrupt or criminal act in connection with any federal housing program;

D. CRIMINAL PROSECUTION

When the PHA determines that program abuse by a family or a PHA employee has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the PHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

E. FRAUD AND PROGRAM ABUSE RECOVERIES

PHAs who enter into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family may retain 100 percent of program funds that the PHA recovers. [Notice PIH 2005-7 (HA)].

If the PHA does none of the above, all amounts that constitute an underpayment of rent will be returned to HUD.

The family must be afforded the opportunity for a hearing through the PHA's grievance process.

APPENDIX I

DEFINITION OF TERMS

Accessible Dwelling Units - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in the Uniform Federal Accessibility Standards is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS.

Adaptability - ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.

Adjusted Income - is defined as Annual income **minus** any HUD allowable expenses and deductions.

Annual Income - Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Applicant - A person or a family that has applied for housing assistance.

Assets - Income from assets has always been counted toward the gross annual income of families applying for public housing. However, now, for those families whose assets exceed \$5,000, a comparison must be made between the actual and imputed income from assets. The greater of the two (2) is now added to annual income, and is not only used for the eligibility test, but is considered with annual income in determining the rent calculation. Therefore, it is important to know what would be counted as an asset and what would not.

Include equity in land, houses, mobile homes, buildings, savings bonds, certificates of deposit, mutual funds, real estate investment trusts, money market funds, stocks, cash, savings accounts, IRA or Keogh accounts, gold or precious metals, business equipment, checking accounts to the degree where they reflect a larger amount than would regularly pass through the account in a month from usual sources of income.

Family assets do not include: furniture, antiques, automobiles, pickup trucks, wheelchairs, or other special equipment for the persons with disabilities, household goods including silver or oriental rugs, appliances, boats, recreational vehicles and campers. Like family composition, both income and assets must be verified.

Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.

Child - A member of the family, other than the family head or a spouse, who is under 18 years of age.

Child Care Expense - are amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to 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, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen - A citizen or national of the United States. Documents must be submitted as evidence of citizenship or eligible immigration status.

Co-head of Household - a household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.

Contract Rent - Contract rent is the actual monthly rent amount charged the resident after the allowable deductions and the utility allowance.

Covered Person - A resident, any member of the resident's household, a guest or another person under the resident's control.

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

Dependent - is a member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or persons with disabilities, or is a full-time student.

Disabled Family - A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Displaced Family - A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug-related criminal activity - The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Earned Income Disregard - For qualified families, this excludes earned income of family members who start work or self-sufficiency programs or have increases in employment income. For these families, the increase income is phased in. (See Chapter 3, Section 3.8 for definition qualifying families.)

Educational Institution - is defined in Section 351 of the Social Security Handbook as follows: "A school, college or university is considered an 'educational institution' under the Act if:

- a. It is operated or directly supported by the United States, by a State or local government, or by a political subdivision of the government unit;
- b. It has been approved by a state or accredited by a state-recognized or nationally-recognized accrediting agency;
- c. It is unaccredited, but its credits are accepted on transfer by at least three accredited institutions on the same basis as if the credits had been transferred from an accredited institution."

Under this definition are included public and private high schools, trade or vocational schools, and colleges and universities which meet the requirements of either a, b, or c, above.

Elderly family - A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two (2) or more persons who are at least 62 years of age living together; or one (1) or more persons who are at least 62 years of age living with one or more live-in aides.

Eligible Immigration Status - A non-citizen lawfully admitted to the U.S. either as a permanent or a temporary resident.

Extremely Low-Income Family - A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Family - Includes, but is not limited to:

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
2. An elderly family;
3. A near-elderly family;
4. A disabled family;
5. A displaced family;
6. The remaining member of a resident family;
7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family;
8. Other persons who live regularly as a part of the family group (including members of the family temporarily absent) whose income and resources are available for use in meeting the living expenses of the group may also be considered as part of a family.

Family Income - Total Gross Family Income means income before deductions from all sources of the head of household or spouse, and each additional member of the family residing in the household who is at least 18 years of age, with the exception of full-time students who are not employed. Total gross family income shall include that portion of the income of the head of household or spouse temporarily absent which, in the determination of the PHA, is (or should be) available to meet the family's needs.

Total Gross Family Income includes, but is not limited to, the following:

1. The full amount, before any payroll deduction, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips and bonuses from anyone 18 years of age or older);
2. Net income from operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.);
3. Interest, dividends and net income of any kind from real or personal property;

4. The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts;
5. Payments in lieu of earnings such as unemployment and disability compensation, Social Security benefits, Worker's Compensation and dismissal wages;
6. Welfare assistance payments;
7. Periodic and determinable allowances, such as alimony and regular contributions or gifts including amounts received from any person not residing in the dwelling;
8. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) received by a member of the armed forces;
9. Actual income derived from assets valued over \$5,000, or a percentage of the value of assets based on the current passbook savings rate as determined by HUD.

Income Exclusions - Annual Income does not include the following:

1. Income from employment of children (including foster children) under the age of 18;
2. Payments received for the care of foster children;
3. Temporary, non-recurring, or sporadic income and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care;
4. Lump sum additions to family assets such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and Worker's Compensation, capital gains, lottery proceeds, and settlements for personal or property losses;
5. Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran for use in meeting the cost of tuition, fees, books, supplies and transportation to the extent that such amounts are so used. (Any amounts available for subsistence are to be included in Total Family Income.) This exclusion is applicable to all part-time and full-time students. Income from student loans, regardless of what such income is used for, is excluded in the computation of the Total Family Income;
6. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

7. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1964;
8. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973. National Volunteers Anti-Poverty Programs, Vista, Service Learning Programs, University Year for Action, Special Volunteer Programs, National Older American Volunteer Programs, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Service Programs, National Volunteer Programs to Assist Small Business and Promote Volunteer Service by Persons With Business Experience, Service Corps of Retired Executives (SCORE), Active Corps of Executive (ACE).

Income Deductions - Total Family Income less deductions and allowable exemptions specified below which are anticipated during the 12-month period for which Total Family Income is estimated. Deductions and allowable exemptions include:

1. A deduction for extraordinary medical expenses, defined for this purpose to mean medical expenses in excess of three percent (3%) of the total Family Income, **ONLY IF THE FAMILY QUALIFIES AS AN ELDERLY OR DISABLED FAMILY**, when such expenses are not compensated for or covered by insurance;
2. A family that has an individual member with disabilities or disabled member (other than the head or spouse), may deduct Persons with Disabilities Assistance Expenses in excess of three percent (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 persons with disabilities;
3. A deduction of amounts paid by the family for the care of children, including foster children, is available only for dependents who are under the age of 13, and where such care is necessary to further the education of a family member or for the employment of a family member;

An exemption of \$480 for each member of the family residing in the household (other than the head or spouse) who is under 18 years of age, or who is a dependent 18 years of age or older and is disabled, persons with disabilities, or a full-time student. No person in the family shall be entitled to more than one exemption;

4. A deduction of \$400 for an Elderly or Disabled Family. (See definition of Elderly or Disabled Families.)

Flat Rent - A PHA established rent amount for each public housing unit based on the market rental value. (Flat rent - must be prorated rent for assistance.)

Full-Time Student - A person who is attending school or vocational training on a full-time basis. (Full-time basis is considered full-time for day students under the standards and practices of the educational institution attended.)

Gross Rent (Total Tenant Payment) - The rent as determined by the PHA after the proper deductions have been allowed (e.g., 30% of adjusted income).

Guest - A person temporarily staying in the unit with the consent of a resident or other member of the household who has expressed or implied authority to so consent on behalf of the resident.

Head of Household - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Imputed Asset Income - Income that would be received from an asset if it were converted to cash and the cash were placed in a savings account earning a HUD-determined passbook rate.

Imputed Welfare Income - The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income - Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment HUD defines what is to be calculated and what is to be excluded in the federal regulations.

Income of Live-In Persons - Income of persons who "live in" to provide care for a sick or incapacitated family member shall be included if his or her income is available to the family, and if the person is expected to contribute toward the family's support. In such cases, only that part of their income which is over and above wages paid by the family shall be included. If these wages are deducted by the family as an unusual medical expense, then the entire amount of income of the "live in" caretaker shall be included. In this type of situation, the "live in" person is entitled to residual rights.

Conversely, if the person is not expected to, and does not, contribute to the family's support, his or her income should not be counted. However, the Head of the Household must then submit a doctor's certificate or such other certification as may be deemed necessary stating that this employment is necessary to the care and well-being of the sick or incapacitated family member, or to enable another family member to seek or obtain employment outside the home. If the family pays out of pocket for the care provided, such payments may be deducted as unusual expenses if family qualifies as an elderly family.

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

1. Is determined to be essential to the care and well-being of the persons;

2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services. (Residents as a live-in aide are not automatically excluded. The relative must meet the requirements to qualify and who otherwise would not be living in the unit except to provide necessary supportive services.)

Lower Income Family - A family whose annual income does not exceed 80% of median income as set by HUD's annual income limits for the area.

Medical Expenses - See Appendix 10 for definition.

Military or Naval Services of the United States - Military or Naval Services of the United States means only the Army, Navy, Air Force, Marine Corps, and Coast Guard. Such service does not include Merchant Marine, Red Cross, or any other organization not actually part of the Military or Naval Services of the United States.

Minimum Rent - Minimum Total Tenant Payment (TTP) and not a minimum Tenant Rent (TR). The PHA has established **\$50** as a minimum rent amount. A family paying its own utilities would be entitled to a utility allowance deduction only if the Utility Allowance were greater than **\$50**.

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

Minor - A person less than 18 years of age, except that a family head or spouse shall not be considered a minor. (An unborn child shall not count as a minor.)

Monthly Adjusted Income - One-twelfth of Adjusted Income.

Monthly Income - One-twelfth of Annual Income.

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.

Near-Elderly Family - A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, 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.

Non-citizen - A person who is neither a citizen nor national of the United States.

Non-citizen Student Family - A non-citizen student who is admitted to the U.S. solely for the purpose of attending school. It includes the non-citizen spouse and children (regardless of the citizenship status of the children).

Non-contending Member - Individuals who do not contend that they have eligible status. If one or more members of a family elect not to contend that he/she has eligible immigration status and other members of the family establish their citizenship or eligible immigration status, the family may be considered for assistance. The family must identify to the PHA the family member(s) who will elect not to contend that he/she has eligible immigration status.

Persons with disabilities - A person having a physical or mental impairment which:

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

Pro-Rated Assistance - Assistance based upon the number of family members with eligible immigration status (i.e., given 2 families with equal members, a family with more eligible members would receive more assistance than a family with less eligible members).

Resident - An individual or a family renting and occupying a public housing dwelling unit.

Residual Member of a Resident Family - An individual remaining in a unit when other member(s) of the family have moved or deceased, unless this individual was an unrelated member of the former family, or who was necessary to care for the well being of an elderly, disabled or persons with disabilities, head of household or spouse, and whose income was not counted for eligibility purposes. The remaining member must have been included as a member of the family on the most recent certification. This designation applies more for continued occupancy than for eligibility.

Specified Welfare Benefit Reduction - is a reduction in welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program. It **does not** include a reduction or termination of welfare benefits by the welfare agency:

1. at expiration of a lifetime or other time limit on the payment of welfare benefits;
2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements;
or
3. because a family member has not complied with other welfare agency requirements.

Tenant Rent - The amount payable monthly by the family as rent to the unit.

Utilities - Are defined as water, electricity, gas, refrigeration and cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

Very-Low Income - A family whose annual income does not exceed 50% of median income as set by HUD's annual income limits for the area.

Zero-Income Families - include (a) Families who report zero income and have no income excluded for rent computation; or (b) Families whose total tenant payment equals the minimum rent; or (c) Families who report \$100 or less per month in total income.

APPENDIX 2

SCHEDULE OF INCOME LIMITS

(Effective March 19, 2007)

Family Size	Extremely Low Income (30% Median)	Very-Low Income (50% Median)	Low Income (80%)
1	10,800	18,050	28,850
2	12,350	20,600	32,950
3	13,900	23,200	37,100
4	15,450	25,750	41,200
5	16,700	27,800	44,500
6	17,900	29,850	47,800
7	19,150	32,950	51,100
8	20,400	34,000	54,400

APPENDIX 3

LOW-INCOME PUBLIC HOUSING COMMUNITY-WIDE WAITING LISTS

No.	ACC #	DEVELOPMENT NAME	LOCATION CITY	Bedroom Size							TOTAL UNITS
				0	1	2	3	4	5	6	
CITY OF FRESNO											
1	0602	Sequoia Courts (Thorne/Dunn)	Southwest Fresno	0	16	30	[8]8	6	0	0	60
2	0605	Sequoia Courts Terr (Thorne/O'Neil)	Southwest Fresno	0	12	38	16	10	2	0	78
3	0603	Sierra Plaza (Tulare/Pottle)	Southwest Fresno	0	12	32	18	8	0	0	70
4	0604	Fairview Heights Terr (California/Maud)	Southwest Fresno	0	14	44	14	2	0	0	74
5	0606	Sierra Terrace (California/Kern)	Southwest Fresno	0	7	[5]40	18	6	1	0	72
6	0626	DeSoto Gardens II (California/Maud)	Southwest Fresno	0	0	0	[2]20	[1]8	0	0	28
7	0607	Monte Vista Terr (First/Olive)	Central Fresno	0	[2]9	24	9	2	0	0	44
8	0608	Cedar Courts (Cedar/Hamilton)	Southeast Fresno	0	[7]25	31	31	25	6	1	119
9	0609B	Cedar Courts II (Cedar/Hamilton)	Southeast Fresno	0	[2]8	5	5	8	4	0	30
10	0610	Yosemite Village (California/Delno)	Southwest Fresno	0	0	0	24	9	0	0	33
11	0615	Viking Village (Ashlan/Chestnut)	Southeast Fresno	0	0	20	[2]20	0	0	0	40
12	0616	Inyo Terrace (Peach/Kings Canyon)	Southeast Fresno	0	0	[6]44	0	0	0	0	44

**LOW-INCOME PUBLIC HOUSING
COMMUNITY-WIDE WAITING LISTS**

FRESNO COUNTY CENTRAL

13	2807	Helsem Terrace (W. "B" St)	Kerman	0	4	18	14	4	0	0	40
14	2811	Marcelli Terrace (Fwy 99/Shaw)	Highway City	0	2	10	10	2	0	0	24
15	2822	Biola Apartments (W. Shaw)	Biola	0	2	2	4	4	0	0	12
16	2824	Pinedale Apartments (San Pablo/Herndon)	Pinedale	0	8	8	[2]16	[1]14	4	0	50
17	2832	Pinedale Apartments (College/Herndon)	Pinedale	0	0	[2]25	5	0	0	0	30
18	2838	DeSoto Gardens (California/Maud)	Fresno	0	0	0	[4]30	10	0	0	40

FRESNO COUNTY SOUTHEAST

19	2801	Shockley Terrace (Peach/Olive)	Selma	0	3	13	8	1	0	0	25
20	2802	Memorial Village (Fourth/ "K")	Sanger	0	8	16	9	2	0	0	35
21	2805	Magill Terrace (Nelson/Vine)	Fowler	0	2	8	8	2	0	0	20
22	2818	Del Rey Complex (Oaklane/Redondo)	Del Rey	0	0	8	12	8	2	0	30
23	2820	Laton Apartments (Armstrong/Latonia)	Laton	0	2	4	8	4	2	0	20
24	2833	Wedgewood Commons-Senior Units (5th)	Sanger	0	[5]59*	5*	0	0	0	0	64
25	2803	Sunset Terrace (Springfield/Sunset)	Reedley	0	5	9	5	1	0	0	20
26	2804	Kuffel Terrace (Center/ "T")	Orange Cove	0	5	9	[1]5	1	0	0	20
27	2815	Oak Grove (Parlier/Bigger)	Parlier	0	4	[2]12	17	13	4	0	50
28	2816	Kuffel Terrace Annex (Center/South)	Orange Cove	0	0	10	16	14	0	0	40
29	2817	Sunset Terrace II (East/Springfield)	Reedley	0	0	2	10	6	2	0	20
30	2831	Mountain View Apts (Anchor/South)	Orange Cove	0	0	[3]14	8	8	0	0	30

FRESNO COUNTY NORTHWEST

31	2808	Mendoza Terrace (Mendoza St)	Firebaugh	0	4	24	18	4	0	0	50
32	2812	Mendoza Terrace II (Allardt Dr)	Firebaugh	0	2	12	16	10	0	0	40
33	2819	Firebaugh-Senior Units (Thomas Conboy)	Firebaugh	20*	10*	0	0	0	0	0	30
34	2830	Cardella Courts ("P" St)	Firebaugh	0	0	16	[2]16	0	0	0	32
35	2809	Rios Terrace (Derrick St)	Mendota	0	[1]2	10	10	2	0	0	24
36	2810	Taylor Terrace (5th/6th-Nevada St)	San Joaquin	0	2	12	12	2	0	0	28
37	2814	Rios Terrace II (Straw St/Tuft St)	Mendota	0	2	6	14	15	3	0	40
38	2821	San Joaquin Apartments (W.Idaho/Pine St)	San Joaquin	0	0	2	10	6	2	0	20

39	2826	Mendota Apartments (Quince/Sorensen St)	Mendota	8*	4*	16	[1]20	12	0	0	60
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FRESNO COUNTY SOUTHWEST

2806	Cazares Terrace ("O" St)	Huron	0	2	9	11	2	0	0	24
2813	Cazares Terrace II (Mouren/11th St)	Huron	0	0	2	10	6	2	0	20
2823	Huron Apartments (LA/Myrtle/Orange Av)	Huron	0	2	6	6	4	2	0	20

* = Elderly units

[] = Disabled units

NOTE: Per HUD FHEO Approval, dated 9/1/1994

Elderly, disabled and/or persons who require **Special Accommodations** may submit their request in writing or call any one of the following District Offices for further assistance.

District II Office	P.O. Box 12808, Fresno, CA 93779-2808	Office (559) 445-8956	Fax (559) 457-4199
District IV Office	P.O. Box 267, Parlier, CA 93648	Office (559) 646-2778	Fax (559) 457-4149
District V Office	P.O. Box 275, Firebaugh, CA 93622	Office (559) 659-3084	Fax (559) 457-4124

TTY # 1-800-735-2929

APPENDIX 4
NEW STANDARD UTILITY ALLOWANCE FOR PUBLIC HOUSING
(Effective 1/1/2007)

Table A - Buildings with Wall Heaters/Evap Coolers/Single Pane Wood Windows

DEVELOPMENT	UTILITY or SERVICE		Bedroom Size						
			0	1	2	3	4	5	
0611 Funston Place 0626 DeSoto Gardens II 2806 Cazares Terrace I 2823 Huron Apts. 2824 Pinedale Apts I 2826 Mendota Apts 2832 Pinedale Apts II 2838 DeSoto Gardens	Heating	a. Gas/Other	\$12	\$14	\$16	\$19	\$20	\$22	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Cooking	a. Gas/Other	\$4	\$5	\$6	\$7	\$8	\$8	
		Electricity	Lighting (kWh)	\$7	\$9	\$10	\$13	\$14	\$14
	Basic (hWh)		\$8	\$10	\$11	\$13	\$15	\$19	
	Water Heating	a. Gas/Other	\$13	\$14	\$15	\$16	\$17	\$17	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Utility Allowance			\$44	\$52	\$58	\$68	\$74	\$80

Table B - Buildings with Wall Heaters/Evap Coolers/Double Pane Wood Windows

DEVELOPMENT	UTILITY or SERVICE		Bedroom Size						
			0	1	2	3	4	5	
0602 Sequoia Courts 0603 Sierra Plaza 0604 Fairview Heights 0605 Sequoia Courts Terrace 0606 Sierra Terrace 0607 Monte Vista Terrace 0608 Cedar Courts I 0609a Funston Terrace 0609b Cedar Courts II 0610 Yosemite Village 0615 Viking Village 0616 Inyo Terrace 2807 Helsem Terrace 2808 Mendoza Terrace I 2809 Rios Terrace I 2810 Taylor Terrace 2811 Marcelli Terrace 2812 Mendoza Terrace II 2813 Cazares Terrace II 2814 Rios Terrace II 2821 San Joaquin Apts 2822 Biola Apts	Heating	a. Gas/Other	\$10	\$12	\$13	\$15	\$16	\$17	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Cooking	a. Gas/Other	\$4	\$5	\$6	\$7	\$8	\$8	
		Electricity	Lighting (kWh)	\$7	\$9	\$10	\$13	\$14	\$14
	Basic (hWh)		\$8	\$10	\$11	\$13	\$15	\$19	
	Water Heating	a. Gas/Other	\$13	\$14	\$15	\$16	\$17	\$17	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Utility Allowance			\$42	\$50	\$55	\$64	\$70	\$75

Table C - Buildings with Wall Heaters/Window AC/Single Pane Wood Windows

DEVELOPMENT	UTILITY or SERVICE		Bedroom Size					
			0	1	2	3	4	5
2819 Firebaugh Elderly	Heating	a. Gas/Other	\$12	\$14	\$16	\$19	\$20	\$22
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0
	Cooking	a. Gas/Other	\$4	\$5	\$6	\$7	\$8	\$8
	Electricity	Lighting (kWh)	\$7	\$9	\$10	\$13	\$14	\$14
		Basic (hWh)	\$8	\$9	\$11	\$13	\$15	\$19
	Water Heating	a. Gas/Other	\$13	\$14	\$15	\$18	\$17	\$17
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0
	Air Conditioning		\$24	\$28	\$31	\$37	\$38	\$41
	Utility Allowance		\$68	\$79	\$89	\$107	\$112	\$121

Table D - Buildings with Central Furnace/Split AC/Double Pane Wood Windows

DEVELOPMENT	UTILITY or SERVICE		Bedroom Size					
			0	1	2	3	4	5
2830 Cardella Courts	Heating	a. Gas/Other	\$8	\$9	\$10	\$12	\$12	\$13
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0
	Cooking	a. Gas/Other	\$4	\$5	\$6	\$7	\$8	\$8
	Electricity	Lighting (kWh)	\$7	\$9	\$10	\$13	\$14	\$14
		Basic (hWh)	\$8	\$9	\$11	\$13	\$15	\$19
	Water Heating	a. Gas/Other	\$13	\$14	\$15	\$16	\$17	\$17
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0
	Air Conditioning		\$23	\$26	\$29	\$33	\$36	\$38
	Utility Allowance		\$63	\$72	\$81	\$94	\$102	\$109

Table E - Buildings with Wall Heaters/Evap Coolers/Double Pane Aluminum Windows

DEVELOPMENT	UTILITY or SERVICE		Bedroom Size						
			0	1	2	3	4	5	
2801 Shockley Terrace 2802 Memorial Village 2803 Sunset Terrace 2804 Kuffel Terrace I 2805 Magill Terrace 2815 Oak Grove 2816 Kuffel Terrace II 2818 Del Rey Complex 2820 Laton Apts.	Heating	a. Gas/Other	\$11	\$13	\$15	\$17	\$18	\$19	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Cooking	a. Gas/Other	\$4	\$5	\$6	\$7	\$8	\$8	
	Electricity	Lighting (kWh)	\$7	\$9	\$10	\$13	\$14	\$14	
		Basic (hWh)	\$8	\$10	\$11	\$13	\$15	\$19	
	Water Heating	a. Gas/Other	\$13	\$14	\$15	\$16	\$17	\$17	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Utility Allowance			\$43	\$51	\$57	\$66	\$72	\$77

Table F - Buildings with Wall Heaters/Evap Coolers/Single Pane Aluminum Windows

DEVELOPMENT	UTILITY or SERVICE		Bedroom Size						
			0	1	2	3	4	5	
2817 Sunset Terrace II 2831 Mountain View Apts. 2833 Wedgewood Commons	Heating	a. Gas/Other	\$13	\$16	\$19	\$21	\$23	\$25	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Cooking	a. Gas/Other	\$4	\$5	\$6	\$7	\$8	\$8	
	Electricity	Lighting (kWh)	\$7	\$9	\$10	\$13	\$14	\$14	
		Basic (hWh)	\$8	\$9	\$11	\$13	\$15	\$19	
	Water Heating	a. Gas/Other	\$13	\$14	\$15	\$16	\$17	\$17	
		b. Oil/Electric	\$0	\$0	\$0	\$0	\$0	\$0	
	Utility Allowance			\$45	\$53	\$61	\$70	\$77	\$83

APPENDIX 5

SCHEDULE OF MAXIMUM RENTS (95th Percentile)
(Effective January 1, 2007)

BEDROOM SIZE	PHM RENTS
0	\$294
1	\$377
2	\$449
3	\$582
4	\$708
5	\$630

APPENDIX 6

SCHEDULE OF FLAT RENTS (Effective January 1, 2007)

BEDROOM SIZE	FLAT RENTS
0	\$522
1	\$596
2	\$622
3	\$722
4	\$775
5	\$862

APPENDIX 7

SCHEDULE OF MAINTENANCE CHARGES

(Effective January 1, 2007)

LABOR ONLY	
1/4 Hour	\$7.00
1/2 Hour	\$14.00
3/4 Hour	\$21.00
1 Hour	\$28.00
The cost of materials, sales tax and 15% overhead, will be added to the labor charges.	

APPENDIX 8
HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO

PET POLICY
{24 CFR 5.309}

INTRODUCTION

The purpose of this policy is to establish the Housing Authorities of the City and County of Fresno (PHA) policy and procedures for ownership of pets to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

A. ANIMAL THAT ASSIST PERSONS WITH DISABILITIES

Pet rules will not be applied to animals that assist persons with disabilities.

To be excluded from the pet policy, the resident/assistance animal owner must certify that there is a person with disabilities in the household.

B. DEFINITION OF ASSISTANCE ANIMAL

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or are animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Assistance animals perform many disability-related functions, including, but not limited to, the following:

- Guiding blind or low-vision individuals;
- Alerting deaf or hearing-impaired individuals;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Retrieving items;
- Alerting persons to impending seizures;
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

C. DEFINITION OF A COMMON HOUSEHOLD PETS

The PHA considers a common household pet to be a domesticated animal, such as a cat, dog, bird or fish that is traditionally kept in the home for pleasure rather than commercial purposes.

Common household pet do not include reptiles, rabbit, rodents, insects, arachnids, or pot-bellied pigs.

D. RESTRICTED ANIMALS

The PHA prohibits types of animals that are classified as dangerous, provided such classifications are consistent with state and local law. The PHA will also prohibit or restrict animals based on size and weight including, but not limited to, the following:

- Any animals whose weight could exceed 25 lbs. by adulthood;
- Dogs of the pit bull, rottweiler, chow, bulldog, doberman, or boxer breeds;
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and lacerations to children;
- Hedgehogs or other animals whose natural body armor produce a risk to children;
- Chicks, turtles or other animals who pose a significant risk of salmonella infection.

E. MANAGEMENT APPROVAL OF PETS

The PHA management must approve all pets in advance.

F. REGISTRATION OF PETS

Pets must be registered with the PHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free. Annual renewal of licensing and inoculation must be conducted in accordance with applicable State and local laws; and annual certification that the pet has no communicable disease and is pest-free.

Execution of a Pet Agreement with the PHA stating that the resident acknowledges complete responsibility for the care and cleaning of the pet will be required. The PHA shall have no liability for the pet or action of the pet.

Registration must be renewed and will be coordinated with the annual certification date and proof of license and inoculation will be submitted at least 30-days prior to annual certification.

Dogs and cats must be spayed or neutered. Each pet owner must provide a color photograph of their pet(s). An approved PHA sign will be provided to display on the front door at all times.

Approval for the keeping of the pet shall not be extended pending the completion of this

requirement.

G. PET DEPOSIT

General Occupancy Developments

- Resident will be required to pay a refundable deposit of \$300.00 per pet.

Elderly Developments

- Resident will be required to pay a refundable deposit of \$150.00 per pet.

A full deposit must be paid prior to allowing an approved pet on to the premises.

The PHA will refund the deposit, after the resident vacates the premises, less any amounts owed, according to State Law requirements

Residents approved with pets under the previous Pet Policy, are not required to increase their deposit until a new pet is requested.

Residents with disabilities as defined in Sections 54.1 and 54.2 of the California Civil Code and Section 17253.5 of the California Revenue and Taxation Code are not required to pay an additional deposit.

H. PET RULES

1. Limit two (2) pets per household, including small caged animals, i.e., birds.
2. All cats and dogs are to be spayed or neutered before they reach six (6) months of age. If a female pet is not spayed and has offspring, resident will be in violation of this rule.
3. No pet may be kept in violation of humane or health laws.
4. A dog must be on a leash attended by the resident if outside the resident's unit. A cat must be kept indoors, unless being transported in a secured carrier. Cats and dogs are required to wear collars with identification of the owner at all times.
5. A cat is to use a litter box kept inside the resident's unit. Resident is not allowed to let waste accumulate. Waste is to be placed in a plastic bag, closed and disposed of properly.
6. Resident is responsible for promptly cleaning up their pet's droppings, and properly disposing of said droppings. Resident is also responsible for maintaining small caged animals, in a clean and sanitary environment.
7. Resident shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.

8. Pets are to be kept flea, tick and lice free at all times. Resident will be responsible for flea and tick eradication in the event of infestation.
9. Resident shall not permit any disturbance by their pet which would interfere with the quiet enjoyment of other residents; whether by loud barking, howling, biting, scratching, chirping, or other such activities.
10. If a pet is left unattended for 24 hours or more, the PHA may enter the dwelling to remove the pet and transfer it to the proper authorities, subject to the provisions of Section 1954 of the California Civil Code or Penal Code Section 597. The PHA accepts no responsibility for the pet under such circumstances.
11. Resident shall not alter their unit, unit area or patio to create an enclosure for an animal. No pet shelters shall be permitted outside the dwelling.
12. Resident is responsible for all damages caused by their pet.
13. Resident is prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the PHA.
14. An approved PHA sign must be displayed at the dwelling as to notify the PHA staff before entry.
15. Visiting pets are not allowed with the exception of animals used to assist persons with disabilities.
16. Residents who violate these rules are subject to: (a) being required to remove the pet from the dwelling unit within 30 days of notice by the PHA; and/or (b) eviction.

I have read and understand the Pet Policy regarding pets and agree to comply with all set policy rules and regulations.

Resident Signature

Date

APPENDIX 9

COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents (18 years or older) contribute eight hours per month of community service (volunteer work) or participate in eight hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the Housing Authorities of the City and County of Fresno (hereinafter "PHA") Low-Income Public Housing Lease.

B. DEFINITIONS

Community Service - volunteer work includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves PHA residents or their children such as: Boys or Girl Scouts, Boys or Girls Clubs, 4-H Program, Police Activities League (PAL), Community clean-up programs, beautification programs, and other youth or senior organizations;
- Helping neighborhood groups with special projects;
- Serve on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE: **Political Activity is excluded.**

Self-Sufficiency Activities - include, but are not limited to:

- Job readiness programs
- Job training programs;

- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;
- Budgeting and credit counseling;
- Any kind of class that helps a person toward economic independence;
- Full-time student status at any school, college or vocational school.

Exempt Adult - an adult member of the family who

- Is 62 years of age or older;
- Has a disability that prevents him/her from being gainfully employed;
- Is the caretaker of a disabled person;
- Is working at least 20 hours per week; or
- Is participating in a welfare to work program.

C. REQUIREMENTS OF THE PROGRAM

1. The eight (8) hours per month may be either volunteer work or a self sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The PHA will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the PHA.
4. **Family Obligations:** At lease execution or re-examination after February 1, 2000, all adult members (18 years or older) of a public housing resident family must:
 - a. Provide documentation that they are exempt from the Community Service requirement if they qualify for an exemption, and
 - b. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.
 - c. At each annual re-examination, non-exempt family members must present a completed documentation (**Resident Community Service Tracking Form**) of activities performed over the previous 12 months. *This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.*

- d. If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the PHA to make up the deficient hours over the next 12 month period.

5. **Change in Exempt Status:**

- a. If, during the 12 month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the PHA and provide documentation of such.
- b. If, during the 12 month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the PHA. The PHA will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

D. HOUSING AUTHORITIES OBLIGATIONS

- 1. To the greatest extent possible and practicable, the PHA will:
 - a. provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement*); and
 - b. provide in-house or self-sufficiency programs.
- 2. The PHA will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at the initial application and at lease execution.
- 3. The PHA will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the PHA's Grievance Procedure if they disagree with the PHA's determination.
- 4. **Noncompliance of family member:**
 - a. At least 30 days prior to annual re-examination and/or lease expiration, the PHA will begin reviewing the exempt or non-exempt status and compliance of family members;

- b. If the PHA finds a family member to be noncompliant, the PHA will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next 12 month period;
- c. If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
- d. The family may use the PHA's Grievance Procedure to protest the lease termination.

E. COMMUNITY SERVICE EXEMPTION CERTIFICATION

Resident will certify and sign an eligibility Exemption Certification form claiming an exemption from the Community Service requirement for any one of the following reasons:

- 1. 62 years of age or older
- 2. Have a disability which prevents Resident from working (*Certification of Disability form will serve as documentation*)
- 3. Working (*Employment Verification form will serve as documentation*)
- 4. Participating in a Welfare to Work Program (*Must provide verification letter from agency*)
- 5. Receiving TANF and am participating in a required economic self-sufficiency program or work activity. (*Must provide verification from the funding agency that you are complying with job training or work requirements.*)
- 6. A full-time student (*Must provide verification letter from school attended*)
- 7. Other (*Must provide verification*)

F. COMMUNITY SERVICE COMPLIANCE CERTIFICATION

- 1. Resident will receive a copy of the Community Service/Self-Sufficiency policy.
- 2. Resident will be required to sign the Community Service Compliance Certification and understand that non-compliance to this requirement of the Quality Housing and Work Responsibility Act of 1998, may subject the Resident to a non-renewal lease.

APPENDIX 10

REASONABLE ACCOMMODATION POLICY

A. INTRODUCTION

It is the policy of the Housing Authorities of the City and County of Fresno (PHA) to provide Reasonable Accommodations in housing for individuals with disabilities where Reasonable Accommodation is needed to provide an equal opportunity to use and enjoy PHA's housing programs. The PHA's goal is to provide clean, safe, affordable housing to extremely-low and moderate income persons regardless of disability.

PHA complies with applicable federal and state housing legislation, without limitation. In addition, PHA complies with the related rules, regulations and procedures prescribed under federal and state law.

B. FAIR HOUSING ACT/AMERICANS WITH DISABILITIES ACT/SECTION 504 OF THE REHABILITATION ACT/CALIFORNIA CIVIL RIGHTS AND REASONABLE ACCOMMODATIONS - INTENT OF THE LAW

The policy and intent of federal and state law is to prevent discrimination against otherwise qualified individuals solely on the basis of their disability. A disabled individual is considered otherwise qualified if he/she can, with reasonable accommodation, have an equal opportunity to enjoy his/her dwelling unit. However, the law does not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. In addition, an accommodation is not considered reasonable if the accommodation imposes an undue financial or administrative burden or requires a fundamental alteration in the nature of PHA's program(s). PHA is committed to providing reasonable accommodations to otherwise qualified persons with disabilities to afford equal opportunity to use and enjoy a dwelling unit, including public and common use area.

C. DEFINITION OF DISABILITY

Applicable federal and state law defined "disability" with respect to the individual as:

1. a physical or mental impairment which substantially limits one or more of such person's major life activities;
2. a record of having such an impairment;
3. being regarded as having such an impairment, but such term does not include current, illegal use or addiction to a controlled substance.

Major life activities are defined as functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

D. AUXILIARY AIDS AND SERVICES

To facilitate communication with disabled individuals who want to make a request for reasonable accommodations, PHA will furnish appropriate auxiliary aids upon requests. Auxiliary aids are services or devices which enable persons with impaired sensory, manual or speaking skill, to have an equal opportunity to participate in, and, to enjoy the benefits of programs and activities. Auxiliary aids include, but are not limited to the following:

1. Provide additional information on program rules and requirements;
2. Offer information in accessible format (e.g., large type) or in plain language;
3. Permit required information to be mailed rather than being delivered in person;
4. Provide auxiliary aids (e.g., pencil and paper) for those with speech difficulties, and telecommunication devices for the deaf (such as a teletypewriter or TTY), Assisted Listening Devices (ALD), a sign interpreter or a reader. **The PHA has implemented the TTY number at 800-735-2929;**
5. Send mail or making phone calls to a contact person, as designated by the disabled individual;
6. Allow the use of service/assistance/companion animals;
7. Reinstate an application of a disabled individual if the failure to respond in the required time period was reasonably related to his/her disability.

E. THE REASONABLE ACCOMMODATION REQUEST

1. How to make a request for reasonable accommodation.

Applicants and residents will be informed about how to make a request for reasonable accommodations during the admissions and occupancy cycle.

2. Who may submit a reasonable accommodation request and when?

Any applicant or resident may submit a request for reasonable accommodation at any time.

3. How is a reasonable accommodation request submitted?

The applicant or resident must submit the “Request for Reasonable Accommodation” form with information concerning the requested accommodation. The form requires independent verification of the existence of the applicant/resident’s disability (e.g., a doctor, licensed professional representing a rehabilitation center, disability agency, or clinic, or the disability agency liaison).

F. THE REVIEW PROCESS - SEQUENCE FOR MAKING DECISIONS

1. Does the applicant/resident meet the definition of an individual with a disability?

- a. **If NO**, the PHA is not obligated to make a reasonable accommodation and will deny the request.
- b. **If YES**, the request and any related information will be reviewed by the district office. The review will include an examination of the “Request for Reasonable Accommodation” and the “Certification of Need for Reasonable Accommodation,” together with any other related information provided by the applicant/resident.
- c. **If more information is needed**, the PHA will either write to request additional information, or request a meeting with an applicant/resident.

2. Would the requested accommodation facilitate the ability of the applicant/resident to function?

- a. **If NO**, the PHA is not obligated to make a reasonable accommodation and will deny the request.
- b. **If YES**, the PHA will consider whether the requested reasonable accommodation violates state and/or federal law; or
 - (1) requires a fundamental alteration in the nature of the PHA program;
 - (2) it imposes an undue financial hardship on PHA; or
 - (3) imposes an undue administrative burden on PHA.
- c. **If more information is needed**, the PHA will either write to request additional information or request a meeting with an applicant/resident.

3. **Is the requested accommodation and modification to PHA rules, policies, practices or services reasonable?**

- a. **If NO**, the PHA may deny the request under certain conditions. The basis for denial may include the following:
- (1) the requested accommodation violates a state or federal statute or regulation; and/or
 - (2) the requested accommodation requires a fundamental alteration in the nature of the PHA program; or
 - (3) imposes an undue administrative burden on PHA.

If the requested accommodation is denied for one of the above reasons, PHA will take any other action that would not result in such alterations or such undue burdens, but would nevertheless ensure that the person with the disability receives the benefits or services provided by PHA. The applicant/resident may request such alternatives for consideration by PHA. PHA will also propose possible alternatives for consideration by the applicant/resident.

- b. **If YES**, the PHA will approve the request for reasonable accommodation and take action necessary to implement the request. PHA may propose alternative methods of providing the requested accommodation. However, the person requesting the accommodation is under no obligation to accept PHA's proposed alternatives. It is the PHA's goal to work to provide reasonable accommodations that will satisfy the needs of the individual with a disability and be cost-effective and accessible.
- c. **If more information is needed**, the PHA will either write to request additional information or request a meeting with applicant/resident.

G. THE RESPONSE

All requests for reasonable accommodations are a high priority and will be addressed by PHA in a timely manner (not to exceed 30 calendar days from receipt of original request unless delays are necessary to obtain additional information from an applicant/resident). The response to the request shall be in writing, signed by the appropriate manager, or in the appropriate alternative format upon request and with reasonable notice to PHA.

A copy of all requests for reasonable accommodations and approval/denial letter shall be maintained at each designated district office.

1. Denial of Request

If a request for reasonable accommodation is denied, the district office will inform the applicant/resident in writing (or in the appropriate alternative format upon request and with reasonable notice to PHA) of the denial and the reason for the denial. If the request is denied because the requested accommodation:

- (a) requires a fundamental alteration in the nature of the PHA program; or
- (b) imposes an undue administrative burden on PHA,

PHA will take any other action that would not result in such alterations or such undue burdens but would nevertheless ensure that the person with the disability receives the benefits or services provided by PHA. The notice of denial will also advise the applicant/resident of his/her right to the appropriate hearings based on the program rules for hearings for applicants/residents.

2. Approval of Request

If a request is approved, the applicant/resident will be notified of the approved accommodations, in writing, or in the appropriate alternative format upon request and with reasonable notice to PHA.

APPENDIX 11

MEDICAL AND DISABILITY POLICY

A. MEDICAL EXPENSE DEDUCTION

1. Medical expense deductions are permitted ONLY for households in which the head, spouse or co-head who is at least 62 years old or is a person with disabilities (*elderly or disabled families*).
2. The **allowable Medical Expense Deduction** is that portion of total medical expenses in excess of three (3) percent of annual income.
3. If the household is eligible for a medical expense deduction, the unreimbursed medical expenses of all family members, including the expenses of non-elderly adults or children living in the family are counted.

B. MEDICAL EXPENSES include:

1. Unreimbursed expenses for medical insurance premiums, including any unreimbursed premiums paid for Medicare insurance covering hospital, medical, or prescription drug expenses;
2. Unreimbursed out-of-pocket expenses for prescription drugs, including those incurred by participants in the Medicare Part D prescription drug plan program;
3. All expenses the family *anticipates* to incur during the 12 months following certification/recertification that are not reimbursed by an outside source, such as insurance;
4. **Ongoing** expenses the family paid in the 12 months preceding the certification/recertification to estimate anticipated medical expenses.
5. Anticipated expenses, ***past one-time non-recurring*** medical expenses that have been paid in full may be included in the calculation of the medical expense deduction. If the resident is under a payment plan for his/her medical expense, the expense would be counted as anticipated. These expenses may be added to the family's total medical expenses either:
 - a. at the time the expense occurs, through an interim recertification;
 - b. at the upcoming annual recertification.

NOTE: If the one-time expense is added at an interim recertification, it cannot be added to expenses at the annual recertification.

6. When a family is making regular payments over time on a bill for a *past one-time* medical expense, those payments are included in anticipated medical expenses. However, if a family has received a deduction for the full amount of a medical bill it is paying over-time, the family cannot continue to count that bill even if the bill has not yet been paid.
7. ***When it is unclear whether or not to allow an item as a medical expense, the PHA will refer to the Internal Revenue Service Publication 502 as a guide.*** The following list highlights include, but is not limited to some of the most common expenses that may be deducted:
 - Services of doctors and health care professionals;
 - Services of health care facilities;
 - Laboratory fees, X-rays and diagnostic tests, costs for blood, and oxygen;
 - Medical insurance premiums (including Medicare) and insurance deductible;
 - Prescription/non-prescription medicines (non prescription medicines anticipated for the coming 12 months must be “doctor-recommended” in order to be considered a medical expense.);
 - Transportation to/from treatment including the actual costs (i.e., bus fare) or if driving by car, a mileage rate based on IRS rules or other accepted standard;
 - Medical care of permanently institutionalized family member *if* his/her income is included in annual income;
 - Dental treatment including fees paid for cleaning, fluoride treatments, sealants, x-rays, fillings, braces, extractions, dentures;
 - Eyeglasses, contact lenses, hearing aids and batteries, wheelchair, walker, scooter, artificial limbs;
 - Live-in or periodic medical assistance such as nursing services, assistive animal and the upkeep and care of the animal.

C. DISABILITY ASSISTANCE EXPENSE DEDUCTION

The Disability Assistance Expense Deduction is available to *any* assisted families. Families may deduct reasonable non-reimbursed anticipated costs for attendant care and “auxiliary apparatus” for each family member who is a person with disabilities; to the extent these expenses are reasonable and necessary:

1. **To qualify for a deduction, a disability assistance expense must:**

- a. Be necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities (including the member who is a person with disabilities) **to be employed**;
 - b. The expense must be anticipated - that is, there must be costs that family expects to pay during the 12-month period following certification;
 - c. The expenses may not be reimbursed by an outside source, such as an insurance company;
 - d. They may not be paid to any member of the assisted family;
 - e. Disability assistance expense must be reasonable.
2. **The deduction is equal** to the amount by which the cost of the care attendant or auxiliary apparatus **exceeds 3%** of the family's annual income. However, the deduction **may not exceed** the earned income received by the family member or members who are enabled to work by the attendant care or auxiliary apparatus.
3. If the disability assistance **enables more than one person** to be employed, PHA will consider the combined incomes of those persons. For example, if an auxiliary apparatus enables a person with a disability to be employed and frees another person to be employed, the allowance cannot exceed the combined incomes of those two (2) people.
4. **Auxiliary apparatus includes** non-reimbursed associated attendant care costs and items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a sight-impaired person to read or type, but only if these items **are directly related** to permitting the disabled person or other family member to work.
- a. Include payments on a specially-equipped van to the extent they exceed the payments that would be required on a car purchased for transportation of a person who does not have a disability.
 - b. The cost of maintenance and upkeep of an auxiliary apparatus (e.g., the veterinarian, costs and food costs for a service animal; the cost of maintaining the equipment that is added to a car, but not the cost of maintaining the car.)
 - c. If the apparatus is not used exclusively by the person with a disability, PHA will prorate the total cost and allow a specific amount for disability assistance.

5. In addition to anticipated, **ongoing expenses, one-time non-recurring** expenses of a current resident for auxiliary apparatus may be included in the calculation of the disability assistance expense deduction after the expense is incurred. These expenses may be added to the family's total disability assistance expense either:
 - a. at the time the expense occurs through an interim recertification; or
 - b. in the rent calculation during the following annual recertification
6. **Attendant care includes**, but is not limited to, reasonable expenses for home medical care, nursing services, housekeeping and errand services, interpreters for hearing-impaired, and readers for persons with visual disabilities.
7. When the same provider takes care of children and a disabled person over age 12, PHA will prorate the total cost and allocate a specific cost to attendant care. The sum of both child care and disability assistance expenses will not exceed the employment income of the family member enabled to work.

D. VERIFICATIONS OF MEDICAL AND DISABILITY EXPENSE

When verifying medical and disability expenses, the PHA will use, whenever possible, the verification method outlined in this policy, "Verification of Eligibility."

1. The PHA will obtain proper authorization from the family before requesting information from independent sources.
2. The privacy requirements under Health Insurance Portability and Accountability Act of 1996 (HIPAA) have a significant impact on how the PHA will verify disability status, medical expenses, and disability assistance expenses. PHA may find that many verification requests will not be completed and returned directly to the PHA. In the event the health care provider does not respond to the PHA's verification request, the PHA will then rely on resident provided documentation and document the resident file why third party verification was not available.
3. PHA will not inquire about the nature or extent of a person's disability.
4. PHA will not inquire about a person's diagnosis or details of treatment for a disability medical condition. If the PHA receives a verification document that provides such information, the PHA **will not place** this information in the resident's file. The PHA will destroy the document.
5. The PHA will not request a participant's medical record(s).

E. **CALCULATING MEDICAL AND DISABILITY EXPENSES**

1. If a family has medical expenses and no disability assistance expenses, the allowable medical expense is that portion of total medical expenses that exceeds three (3%) percent of annual income. The PHA will not include expenses that are reimbursed by insurance or another third party.
2. When a participant's social security benefit is reduced for Medicare Insurance premiums, the PHA will use the full gross benefit amount in determining annual income.
3. **Special calculation for families eligible for disability assistance and medical expense deductions.** If an elderly family has both non-reimbursed medical expenses and disability assistance expenses, a special calculation will be made to ensure that the family's 3% of income expenditure **is applied only one (1) time**.
 - a. The deduction for disability assistance expenses is limited by the amount earned by the person enabled to work, the disability deduction will be calculated before the medical deduction is calculated.
 - b. When a family has unreimbursed disability assistance expenses that are less than 3% of annual income, the family will receive no deduction for disability assistance expense.

Note: However, the deduction for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds 3% of annual income.
 - c. If the disability assistance expenses **exceeds** the amount earned by the person who was enabled to work, the deduction for the disability assistance expense will be capped at the amount earned by that family member.

Note: When the family is also eligible for the medical expense deduction, the 3% may have been exhausted in the first calculation, and it then will not be applied to medical expenses.
 - d. When a family has both disability assistance expenses and medical expenses, PHA will review the collected expenses to ensure no expenses have been inadvertently included in both categories.
5. If the disability assistance enables **more than one person** to be employed, the PHA will combine the incomes of those persons to determine the employment income ceiling.

6. If the auxiliary apparatus enables the person with a disability to be employed and frees another person to be employed, the allowance cannot exceed the combined incomes of those two people.
7. If the auxiliary apparatus is **NOT** used exclusively by the person with a disability, the PHA will prorate the total cost and allow a specific amount to be applied toward the deduction.
8. When the same provider takes care of children and a disabled person over age 12, PHA will prorate the total cost and allocate a specific cost to attendant care. The sum of both child care and disability assistance expenses cannot exceed the employment income of the family member enabled to work.

F. MEDICARE PRESCRIPTION DRUG PLAN - PART D PROGRAM (Permanent Program)

A special program called Medicare Prescription Drug Improvement and Modernization Act (MMA). The permanent program for prescription drug coverage started **January 1, 2006**. This program provides two benefits for individuals eligible for Medicare:

- **Drug Discount Cards**. Lets eligible household members get Medicare-approved discount cards offered by private insurance companies and groups of pharmacies. These cards provide discounts on various drugs; and
- **Low-Income Subsidy**. Household members with low incomes and limited assets can also apply for a low-income subsidy to help them pay for their Medicare prescription plan costs.

1. RENT CALCULATIONS

- a. **Annual Income**. The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs ***will be excluded*** as annual income for the purpose of calculating rent.
- b. **Adjusted Income**
 1. The amount of unreimbursed out-of-pocket expenses for prescription drugs will be treated as a standard medical deduction
 2. Persons with a Medicare prescription drug plan may be required to pay a premium and this premium will be counted as a medical expense allowance.

- Household members can either pay premiums directly to the insurance company or have the premiums deducted from the Social Security payments they get. In either situation, premiums are an allowable medical expense.
3. Not all prescription drugs are covered under the Medicare prescription drug plans; therefore, a person may be paying full price for some prescription drugs and a reduced amount for other prescription drugs.
 4. The standard medical deduction continues to be the sum of allowable medical expenses that exceed 3 percent of annual income.

2. **IMPLEMENTATION**

- a. **Annual Recertification.** Residents do not have to report they have enrolled in a Medicare prescription drug plan until the time of their next recertification.
- b. **Program Implementation.** The Medicare prescription drug plan is effective January 1, 2006. With implementation of this program, the PHA will:
 1. Exclude from annual income the low-income subsidy received by beneficiaries enrolled in this program.
 2. Include as a medical expense for the medical expenses deduction, the out-of-pocket expenses incurred for prescription drugs and premiums.

3. **VERIFICATION**

Verification of Eligibility. The PHA will verify that the applicant or resident has enrolled in a Medicare prescription drug plan.

- a. Persons enrolled in a Medicare prescription drug plan will be issued a card directly from the provider of the private prescription drug plan they select.
- b. This card will include the Medicare prescription drug benefit program seal on the front of the card. This seal is a logotype comprised of the words “**Medicare Rx**” with the words “**Prescription Drug Coverage**” directly beneath. The seal can be viewed at www.medicare.gov on page 18 of the Medicare & You 2006 Handbook.

Unreimbursed Out-Of-Pocket Expense Verification. The PHA will verify the amount of the unreimbursed out-of-pocket expenses the applicant or resident will have for prescription drugs, as well as the amount of the premium for their prescription drug plan.

- Third party verification will be obtained when possible or the file will be documented why such third party verification was not available.

APPENDIX 12

VIOLENCE AGAINST WOMEN ACT OF 2005

(Effective January 1, 2006)

A. OBJECTIVE

It is the PHA's objective to develop and implement appropriate housing policies and practices; enhance collaboration with victim service providers and resident organizations; reduce the number of victims of such crimes who are evicted or denied housing because of crimes and lease violations committed or directly cause by the perpetrators of such crimes.

B. NON-DISCRIMINATION

The PHA will not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that 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 for victims of domestic violence, dating violence, or stalking.

C. GOOD CAUSE

Incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the Resident Dwelling Lease Agreement by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim or such violence.

D. TERMINATION OF TENANCY

1. **Criminal Activity** directly relating to domestic violence, dating violence, or stalking, engaged in by a member of resident's household or any guest or other person under the resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the resident or immediate member of the resident's family is a victim of that domestic violence, dating violence, or stalking;

2. The PHA will evict or terminate assistance any individual who is a resident or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant;
3. The PHA may honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;
4. The PHA may evict a resident for any violation of a lease not premised on the act or acts of violence in question against the resident or a member of the resident's household, provided that the PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other residents in determining whether to evict or terminate;
5. The PHA may terminate the tenancy of any resident if the PHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident's tenancy is not terminated.

E. **CERTIFICATION AND CONFIDENTIALITY**

1. **CERTIFICATION**

- a. The PHA may require the individual who is a victim of domestic violence, dating violence, or stalking, to certify their victim status and include the name of the perpetrator. The individual shall provide such certification within 14 business days after the PHA requests such certification. Only victim service providers, medical professionals, or attorneys who have counseled the victim can provide third-party verification of the victim's status as a domestic violence victim.
- b. All information provided to the PHA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall neither be entered into any shared database nor provided any related entity, except to the extent that disclosure is:
 - i. requested or consented to by the individual in writing;
 - ii. required for use in an eviction proceeding;
 - iii. otherwise required by applicable law

- . **Failure to provide certification.** If the individual does not provide the certification within 14 business days after the PHA has requested such certification in writing, the PHA may evict any resident or lawful occupant that commits violations of a lease. The PHA may extend the 14-day deadline at its discretion.
- d. **Limitation.** The PHA will not demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits provided in this section. At the PHA's discretion, the PHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

2. CONFIDENTIALITY

- a. All information provided to the PHA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall neither be entered into any shared database nor provided any related entity, except to the extent that disclosure is:
 - i. requested or consented to by the individual in writing;
 - ii. required for use in an eviction proceeding;
 - iii. otherwise required by applicable law
- b. **Notification.** The PHA will provide notice to residents their rights under this Act and their right to confidentiality and limits thereof.

F. DEFINITIONS OF KEY TERMS

- 1. **Domestic Violence** - includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other adult person against a victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction receiving grant monies.
- 2. **Dating Violence** - violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship.

3. **Immediate Family Members** - with respect to a person - a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood and marriage.
4. **Personally Identifying Information or Personal Information** - individually identifying information for or about an individual that would likely disclose the location of a victim of domestic violence, including a first and last name; a home or other physical address; contact information (including a postal, e-mail, or Internet protocol address, or telephone or facsimile number); a social security number; and any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
5. **Stalking** - means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.
6. **Victim Service Provider** - means a nonprofit, nongovernmental organization including rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs whose primary mission is to provide services to victims of domestic violence.