



# **Admissions and Continued Occupancy Policy**

**Effective 6/1/2025**

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## **INTRODUCTION**

The Housing Authority of the City of South Bend (HASB) serves as the Public Housing Agency; which administers a separate Public Housing and Housing Choice Voucher Program for that area. HASB currently owns and manages over 800 units for low-income families.

The purpose of the Admissions and Occupancy Policy is to establish the fundamental criteria and procedures for admission to, and the continued occupancy of HASB's conventionally owned public housing units assisted by the Department of Housing and Urban Development (HUD).

The policy is designed to achieve HASB's statutory objective of developing and operating socially and financially sound low-income housing developments that provide decent homes and suitable living environments and foster economic and social diversity in the resident body as a whole.

The Public Housing program is designed to achieve the following major goals:

1. To avoid concentrations of the most economically and socially deprived families in any one or more developments.
2. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on other residents or the development;
3. To maintain a resident body in each development composed of families with a broad range of incomes of low-income families in HASB's area of operation.
4. To protect the financial stability of HASB's developments and programs.
5. To assure the impartial, responsible, and predictable administration of HASB's programs.
6. To protect the privacy of applicants and residents.
7. To provide for efficient and orderly administrative processing and procedures.
8. To provide housing opportunities to eligible residents consistent with the purposes and requirements of applicable state and federal laws.

Although the policy clearly states objective standards and systematic procedures to be followed in the admissions and continued occupancy of public housing residents, implementation may require individualized interpretation and judgment periodically. In the exercise of that judgment, HASB shall to the greatest extent feasible, strive for fairness, reasonableness, impartiality, consistency and conformity to the written principles and objectives.

## **SECTION I - GENERAL REQUIREMENTS**

### **A. APPLICABILITY**

This policy shall apply to applications for and to the continued occupancy of all units of housing owned by the Authority and assisted by HUD under its conventional housing program.

### **B. FAIR HOUSING POLICY**

It is the policy of HASB to comply fully with all Federal, State, and local non-discrimination laws and to operate in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, HASB shall not on account of perceived gender identity, sexual orientation, family or marital status, race, color, sex, religion, creed, national ethnic origin, age, ancestry, citizenship, gender expression, occupation, source of income, handicap or disability, deny any family or individual the opportunity to apply for or receive assistance under the Public Housing Program within the requirements of the HUD regulations.

To further its commitment to full compliance with the Civil Rights laws, HASB will provide Federal, State and local information to program participants regarding "discrimination" and any recourse available to them should they feel that they have been a victim of discrimination. Such information will be made available during the briefing session and all applicable Fair Housing information and Discrimination Complaint Forms will be made a part of the briefing packet.

### **C. DEFINITIONS**

APPENDIX I is a list of defined words and phrases, which when capitalized and used in this policy, shall have the meanings indicated.

### **D. EFFECTIVE DATE**

This policy shall be effective upon written approval by HUD following adoption by HASB, acting through its duly constituted Board of Commissioners. All prior policy statements of HASB on the same subject matter shall, on the effective date, be superseded by this policy. Upon the effective date, this policy shall apply to all pending applications and existing leases.

## E. AMENDMENTS

This policy may be amended by HASB by resolution duly adopted by its Board of Commissioners at a regular or special meeting that is open to the public in accordance with (24 CFR §903.21). The written agenda for such meeting shall indicate consideration of amending the policy. Any such amendment shall be subject to approval by HUD and shall be made only in accordance with applicable HUD regulations.

A “Significant Amendment or Modification” to this plan is a change in a procedure pertaining to the operation of HASB. This includes the following:

- Changes to rent or admissions policies or organization of the waiting list.
- Additions of non-emergency work items more than 10% of the total Capital Fund program budget (items not included in the current Annual Statement or 5 Year Action Plan) or change in use of replacement reserve funds under the Capital Fund.
- Any change regarding demolition or disposition, designation, homeownership programs or RAD conversions activities.
- Any change or revision that is required because of a change in Federal, State, or local statutes shall not be considered significant amendment or modification.

## F. USE OF THE ADMISSIONS AND OCCUPANCY POLICY

The Housing Authority of the City of South Bend (HASB) has full responsibility for the satisfactory completion of all contractual obligations with the Department of Housing and Urban Development (HUD) and for complying with all subsequent changes in regulation when implementing the Admissions and Occupancy Policy. If such changes conflict with the Policy, HUD regulations will have precedence. The administrative burden for implementation and compliance with the Federal regulation rests with HASB.

The guideline set forth in this policy incorporates requirements of the U. S. Department of Housing and Urban Development (HUD), in the Public Housing Occupancy Guidebook dated June 2003. All issues not addressed in this document related to residents and participants, are governed by changes in Federal regulations via HUD notices and memoranda as well as Board approved policies.

## G. ADMINISTRATION OF PROGRAM FUNCTIONS

The administration of this Admission and Occupancy Policy is the responsibility of the Housing Services and Housing Management Divisions of the Housing Authority of South Bend (HASB).

## **SECTION II - PRE-APPLICATION AND DETERMINATION OF ELIGIBILITY**

### **A. FILING OF APPLICATION**

HASB shall accept and process applications for admissions to its conventional Public Housing program according to the following procedures:

1. Any Adult member of the Applicant Family who is the Head of Household or Spouse must first file a preliminary application through the applicant portal with HASB. The pre-application shall provide information required by HASB in determining eligibility, and bedroom assignment.
2. The family member shall, by submitting the pre-application attest to the accuracy of the recorded information acknowledge HASB's right to verify the information by third-party verification.
3. The date of receipt will be determined by the date and time the application is entered into the applicant portal.

### **B. DETERMINATION OF ELIGIBILITY**

If a pre-application is determined to be initially eligible to be placed on a waitlist, said applicant is notified via email that he/she has been placed on the waiting list; final eligibility will be determined once the applicant is selected from the waitlist and provides verification of eligibility. If an applicant is initially determined to be ineligible because of income or family composition, said applicant is notified via email and will not be added to the waiting list.

1. HASB may deny program assistance for an applicant if any member of the family currently owes rent or any other legally collectable rent or other amounts to HASB or to another Public Housing Authority in connection with Housing Choice Voucher or Public Housing assistance under the 1937 Act. Collectible rent or other amounts shall be defined in accordance with the State's current statute of limitations.
2. If at the time the applicant's name reaches the top of the waiting list, a legally collectible debt is still outstanding; the applicant may be required to pay the debt in full before receiving assistance. Failure to do so may result in the applicant being removed from the waiting list. In either case, the applicant will be given ten (10) days to request an informal review.
3. Applicants for the program may be denied admission for a period of up to five (5) years for drug related or violent criminal activities that threatens

the safety or wellbeing of other citizens or communities. The calculation period runs from the date of criminal activity. An arrest or charge is not proof of criminal activity and may not be considered as proof. Conviction is not required, although proof of criminal activity to a preponderance of the evidence standard is required to support a denial. HASB reserves the right to deny housing assistance to a family or single applicant if a family member has engaged in or been evicted from assisted housing due to drug-related or violent criminal activity in the past five (5) years.

HASB is not required to list the family on the waitlist or to admit the family off the waitlist. HASB may exercise discretion and allow admission if the circumstances leading to the eviction no longer exists (i.e. removal of the household member from the application who was engaged in the activity leading to the eviction), or the evicted household member has successfully completed an approved supervised drug rehabilitation program. HASB may exercise discretion for drug activity other than distribution for substances that have been de-criminalized in Indiana when that activity does not involve distribution related to criminal activity. In the event of more than one conviction for drug related or violent criminal activities that threatens the safety or wellbeing of other citizens or communities in a period of up to seven (7) years, HASB may not exercise discretion unless the conviction is for a drug activity for substances that have been de-criminalized in Indiana.

4. Applicants owing legally collectible debts or outstanding payments to a utility company or another Landlord and/or Property Management company will be notified in writing of the amount owed and will be given thirty (30) days to pay the amount in full. If the amount is not paid in full the pre-application will be withdrawn from the waiting list. HASB reserves the right to grant an extension to any applicant that provides proof that debt is being paid in full. To the extent HASB is aware of applicants owing outstanding debts to a utility company, HASB will advise applicant to make repayment arrangements. The inability to obtain or maintain utility service in applicant's name is grounds for denial or termination of a public housing unit.
5. Applicants with an outstanding warrant identified during the criminal background investigation will be given thirty (30) days to clear the warrant. HASB reserves the right to grant an extension to any applicant that provides proof that the case is being cleared.

### C. NOTIFICATION OF INELIGIBILITY

If an applicant is initially determined to be ineligible because of income or family composition, and that determination is concurred by HASB's Applicant Screening Committee, HASB shall mail to the applicant a notification of ineligibility stating the reason or reasons for the determination and a short summary of the evidence relied upon in making the determination. The summary need not identify specific sources of that evidence.

HASB will also advise that the Family may seek reversal of the determination at an informal, non-adversary, fact-finding review before HASB's Hearing Officer if requested by the applicant personally, presented orally, or in writing to the Housing HASB Central Office or the Housing Resource Office within ten (10) working days of the date of notification of ineligibility. If the applicant is a person with a disability, the applicant can request consideration of reasonable accommodation.

### D. INELIGIBILITY REVIEW

If the Applicant is entitled to review of an ineligibility determination, the review shall be scheduled and held as soon as possible. The applicant shall be given reasonable written notice of the time and place of the informal review and shall be entitled to be present, to have a representative of his/her choice, and to offer additional information to the extent deemed relevant by HASB's Hearing Officer.

HASB's Hearing Officer shall within a reasonable time after the close of the review render written decision and describe the information upon which the hearing officer relied. The decision need not contain an extensive opinion or formal finding of fact or conclusions of law. The decision of HASB's Hearing Officer shall be based on the record (consisting of the application file, information presented at the review and any information obtained after the review pursuant to agreement of the parties made at the review) and shall be final.

## **SECTION III - MAINTENANCE OF THE WAITING LIST**

### A. ESTABLISHMENT OF A CENTRAL SYSTEM

The Applications of persons applying for admissions to the Public Housing Program shall be suitably categorized in the following manner:

1. "Active" - The applications of all eligible Applicants shall be alphabetized with any notification of apparent eligibility and any supporting and verification documents and maintained as "active" Applications.
2. "Ineligible" - The applications of persons determined to be ineligible shall be suitably categorized, with the notification of ineligibility and any subsequent review notations and maintained as "ineligible" Applications.
3. "Withdrawn" - Applications that have been withdrawn, for any of the reasons set forth below, shall be suitably categorized, with related documents, and maintained as "withdrawn" or "inactive" applications. An application will be withdrawn if:
  - a. the Applicant requests withdrawal;
  - b. the Applicant fails to respond to a written request for information or a request to declare their continued interest in a program;
  - c. the Applicant fails to furnish information or verification, or authorization to obtain information or verification necessary to process the Application under Section IV-F of this policy.

## B. MAINTENANCE OF THE WAITING LIST

HASB will maintain a central waiting list for each of the public housing community or site.

HASB shall computerize each application, and Applicants will be assigned a position on the waiting list according to date and time of application, and suitable type or size of unit. A list of interested families will be maintained when immediate assistance is not available. This waiting list will be maintained according to the applicant, date and time of the family's application and suitable type or size of unit. All Applicants must report, via our applicant portal website any change in address, email, family composition, income, when changes occur. It is the responsibility of the applicant to report any changes and to maintain verifiable accurate address and email information. An applicant's waitlist status is maintained on the applicant portal and can be retrieved 24 hours per day. The waitlist is updated weekly.

HASB reviews the waitlist at least once every twenty-four (24) months to determine the interest/need of the applicant. Any waitlist determined to be closed at the time of review may not be updated. The review process identifies those applicants that have not made any updates or inquires within a twelve (12) month period. Before HASB purges an applicant from the waitlist, the applicant will be notified via e-mail and/or mail, and the applicant must indicate their ongoing interest in obtaining housing by responding to HASB. The email will be sent to the last known email and/or mail address on file. If the email bounces back to HASB indicating it is undeliverable or returned by the United States Postal Service (USPS), the applicant will be removed from the waitlist.

Should applicant not respond to the request for updated information or to selection for the program for any reason, prior to the established deadline, the applicant will be deleted from the waiting list. Reasons for waiting list removal due to the review may include (but are not limited to) negligence in responding to the email sent indicating the choice to remain on the waiting list.

If an applicant believes he or she was removed from a waiting list without cause, he or she may request an informal review with ten (10) business days of the indicated withdraw date identified in the correspondence from the Housing Resource Office.

It is the policy of the HASB to provide a reasonable accommodation(s) in housing for participants with disabilities where reasonable accommodation is needed to provide an equal opportunity to use and enjoy the housing programs and premises offered by HASB.

The waitlist will remain open for acceptance of applications until a determination is made by the Executive Director/Chief Executive Officer to close the waitlist and at such time a notice will be posted in the legal section of the local newspapers.

#### **SECTION IV - ELIGIBILITY CRITERIA FOR ADMISSIONS**

HASB will admit, as residents, only applicant families who, at the time of admission, satisfy the following economic and non-economic criteria:

##### **A. ECONOMIC CRITERIA**

Each Applicant Family shall satisfy the following maximum income and assets requirements:

- 1) Income. Adjusted family income does not exceed the applicable low-income limits established by HUD for occupancy.
- 2) Assets. Net Family Assets do not exceed the applicable Maximum Asset Limits as set by HUD. It is the policy of HASB to determine each family's net family assets at the time of admission and at annual and interim reexaminations.

## B. NON-ECONOMIC CRITERIA

Each Applicant Family shall satisfy the following non-economic requirements. Compliance shall be determined from information obtained from the application process. The non-economic requirements are: (as defined in 24 CFR Subtitle A Section 5.403)

### FAMILY

Family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, legal custody, or marital status:

- (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; and
- (7) A single person, who may be an elderly person, displaced person, or a person with disabilities, or the remaining member of a resident family or:
  - Is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age;
  - Has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H); and
  - Is homeless or is at risk of becoming homeless at 16 or older.

Elderly family - a family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

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.

**Disabled family** - a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Person with disabilities:

- (1) A person who:
  - (i) Has a disability, as defined in 42 U.S.C. 423;
  - (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    - (A) Is expected to be of long continued and indefinite duration;
    - (B) Substantially impedes his or her ability to live independently, and
    - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - (iii) Has a developmental disability as defined in 42 U.S.C. 6001.
- (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquire immunodeficiency syndrome;
- (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- (4) An “Individual with handicaps”, as defined in Sec. 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**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 because of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**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.
- (4) Meets non-economic screening criteria listed in Section IV. B.

All Family members who will be assisted through the program must be listed and verified as household members at the time of acceptance on the Program. Additions to the household will only be permitted if they meet the criteria listed above.

If the addition to the family is a minor, then he/she must be placed in the household through adoption, court order, legal custody or through designee from a parent or other person having custody, with the written permission of such parent or other person.

## SOCIAL SECURITY NUMBERS

According to (24 CFR 5.216) - All persons applying to the Public Housing Program, except those who do not contend eligible immigration status, must submit the following information before being considered for admittance:

- Social Security Number of each applicant and each member of the applicant's household; and
- A valid SSN card issued by the SSA; or
- An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual.

HASB requires that each family member (excepting non-eligible family members in mixed families) provide their Social Security number (SSN) and proof that the SSN belongs to that person. If a member of the family is unable to provide a Social Security card or other evidence of their SSN, HASB will accept a document stating the person's name and a declaration from the person stating 1) why they cannot obtain their Social Security card and 2) what their SSN is. If HASB has accepted any declarations as evidence of a SSN, HASB will review the Failed SSA Identity Report monthly to quickly identify any participants whose identity is not verified.

### VERIFICATION OF AGE

All applicants, residents and household members must provide one of the following documents as verification of age: birth certificate, certified baptismal certificate, military discharge papers, valid passport, Census document showing date of birth, Naturalization certificate, and Social Security Administration benefits printout showing date of birth.

### IDENTITY VERIFICATION

All applicants, residents and household members 18 years of age or older must provide one of the following forms of government issued photo identification as verification of identity, to allow for a visual face and signature match: state-issued driver's license, state-issued photo identification card, military identification card, U.S. passport, citizenship and legal residency cards.

### MARITAL STATUS VERIFICATION

All applicants with a member status of married or divorced must provide one of the following documents as verification of their status: original or certified copy of a marriage certificate, final divorce action documents, joint tax filing accepted by the IRS, dated Social Security actions to change marital status.

An applicant family may receive an offer for housing, even if the family lacks the documentation necessary to verify the SSN of a family member under the age of six (6) years. The family will be allowed a ninety (90) day grace period in which to provide the appropriate documentation. One additional ninety (90) day grace period will be granted if HASB determines that, in its discretion, the applicant's failure to comply was due to circumstances outside the control of the applicant. If the applicant family does not produce the required documentation within the authorized period, HASB will terminate the tenancy in accordance with 24 CFR 5.218.

## INDEPENDENCE

The definition of a Family includes at least one Adult who can meet his or her obligations under the lease and do not pose a danger to their own health and safety or to other residents of the community or HASB employees.

Accordingly, HASB's attempts to provide sound housing units in a decent environment and requires that its Families provide for themselves their other essential living requirements, without becoming an unacceptable burden upon neighboring residents or HASB's staff; such as housekeeping, nursing and health care, personal counseling, and economic management.

HASB also requires that at least one responsible member of each Family be capable of understanding and discharging the obligations imposed upon Family by HASB's lease, including obligations for the payment of rent and other charges and for the maintenance, cleanliness, and safety of the leased premises.

In unusual circumstances, with the approval of the Department Supervisor, these requirements may be satisfied by a formalized arrangement between the Applicant Family and a relative, chore worker, nurse, or other suitable person who has agreed to provide and can provide the necessary assistance and care. The continued providing of that third-person assistance and care shall become a special condition of the lease. The person providing such assistance shall not assume the status of a remaining member of a resident Family in the event the resident vacates the premises for any reason.

## FINANCIAL RESPONSIBILITY

The Family's past performance and present conditions must indicate a reasonable probability that the Family will meet its future financial obligations to HASB. The prospective ability and willingness of the Family to meet their limited financial obligations to HASB will be determined by Applicants who owe no rent or other amounts to HASB or to another HASB because of participation in the Public Housing or Section 8 programs.

Applicants owing debts from previous assistance on the Housing Choice Voucher Program and/or Public Housing Occupancy will be notified in writing of the amount owed and will

be given ten (10) business days to enter into a repayment agreement. If, after entering into the repayment agreement, the applicant defaults, the pre-application will be withdrawn from the waiting list.

If at the time the applicant's name reaches the top of the waiting list, the debt is still outstanding; the applicant may be ineligible and will be notified in writing of such and of their right to informal review and given 10 days to request an informal review.

Previous eviction for failure to pay rent shall not automatically disqualify an Applicant Family but may be the basis for further inquiry and ineligibility.

## CONDUCT

The Family's past performance in present and prior housing should indicate a reasonable probability that the Family:

- 1) Will refrain from living or housekeeping habits, practices, and conduct, including criminal activity that would likely disturb neighbors, destruction of property, or adversely affect the health, safety, or welfare of HASB's residents or employees.
- 2) Has not committed fraud in connection with any Federal housing assistance program.
- 3) HASB reserves the right to deny housing assistance if the applicant has past performance difficulties in meeting financial obligations, especially rent.
- 4) HASB may consider all relevant information pertaining to a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts, which would adversely affect the health, safety, or welfare of other resident, including but not limited to restraining orders.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense); consideration may be given to factors which might indicate a reasonable probability of favorable future conduct.

In this case, HASB is not required to list the family on the waitlist or to admit the family off the waitlist. A reasonable accommodation, however, may be granted for an individual who clearly did not participate in or have knowledge of drug-related or criminal activity or if the circumstances leading to eviction no longer exist.

HASB may exercise discretion and allow admission if the circumstances leading to the eviction no longer exists (i.e., removal of the household member from the application who was engaged in the activity leading to the eviction), or the evicted household member has successfully completed an approved supervised drug

rehabilitation program. HASB may exercise discretion for drug activity for substances that have been de-criminalized in Indiana, when that activity does not involve distribution related criminal activity.

## **SECTION V - RESIDENT SELECTION AND ASSIGNMENT**

### **A. FACTORS IN THE SELECTION PROCESS FOR ADMISSIONS**

The procedures used for selection of residents shall be designed to attain a resident body in each community composed of families with a broad range of incomes and rent paying ability. The selection process or placement of an applicant in Public Housing is based upon the following factors:

- Application date and time
- Bedroom size
- Elderly and non-elderly status
- Eligibility criteria

#### **1. Application Date and Time**

An applicant's position on the waiting list will be maintained in order of date and time of application and within required bedroom sizes. The date and time of receipt of each application received will be calculated via the applicant portal.

#### **2. Bedroom Size**

The following occupancy standards will be used to determine the number of bedrooms required to accommodate a family at leasing (except that such standards could be waived at the discretion of the Executive Director/Chief Executive Officer or designee when necessary to achieve or maintain full occupancy or when extraordinary family situations or circumstances exist):

### **OCCUPANCY STANDARDS**

<u>BEDROOM</u>	<u>MINIMUM # PERSONS IN HOUSEHOLD</u>	<u>MAXIMUM # PERSONS IN HOUSEHOLD</u>
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8

- A minimum of one bedroom or living/sleeping room of appropriate size for each two persons in the household.
- Separate bedrooms shall be assigned to persons of the opposite sex, except for:
  - a) husband and wife;
  - b) male/female cohabitants (as defined in the Glossary); and
  - c) children aged three (3) and under
- Dependents of the same sex, regardless of age, shall be assigned one bedroom for each two persons.
- The unborn child of a pregnant head of household or spouse shall be considered a dependent under the age of three (3).
- Children who have reached the age of three (3) years will be given a separate bedroom from that single parent.

Exceptions to the occupancy standards may be granted by HASB, as a reasonable accommodation to the disability of a family member, to allow the assignment of a larger unit size than specified in the standards if warranted by the conditions affecting family members. All exceptions must be presented by the family, through the completion of a reasonable accommodation request, verified and documented by HASB.

The preceding categories of occupancy standards are guidelines only. A family may elect to occupy a smaller unit that these guidelines would dictate if they preferred.

### 3. Elderly and Non-Elderly Status

Elderly and disabled or handicapped families are given preference in admission to communities for the elderly. Non-Elderly families are restricted to admission to family communities only. Management retains the right, however, to house a single handicapped or disabled person in a one bedroom "accessible" family unit.

### 4. Income Requirements

Families will be assigned in accordance with the income targeting requirements established based upon waitlist demographics. Targeting requirements will be evaluated semi-annually in January and July of each year and modifications will be made as an internal communication as amendment to this policy.

The policy will reflect waitlist demographics as indication of the demand required upon the program. HASB will continue to adhere to the Federal Requirements as they are updated.

The targeting requirements will also be set with emphasis on insuring that each community can meet its financial requirements, and a minimum rent roll threshold will be established for each respective community.

HASB may adopt a preference for admission of non-public housing over-income families paying the alternative non-public housing rent and are on a NPHOI lease who become an income-eligible low-income family as defined in § 5.603(b) of this title and are eligible for admission to the public housing program.

## B. INCOME VERIFICATION AND PAYMENT CALCULATIONS

### 1. VERIFICATIONS REQUIRED TO DETERMINE ELIGIBILITY

- Annual income of all family members 18 years of age or older is expected to reside in the unit. Income would include employment, benefits, school grants, support, interest or dividends from savings accounts, stocks, or bonds.
- Assets such as real property, savings accounts, stocks, and bonds
- Unusual expenses such as childcare to enable family members to work or furthering their education. Medical expenses for elderly families in excess of 10% of families' annual gross income.
- Full-time student status of adult family members.
- Family composition such as relationship of adult family members, children with last names different from parents, custody, if applicable, foster care papers, and other similar situations of unusual family composition.
- Medical information could be required to justify a larger bedroom size certificate than the family is otherwise eligible.
- Regular contributions & gifts from person(s) outside the household will be counted as income. Casual or sporadic gifts are excluded.
- Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets - not in annual income.)
- The annual income of the spouse of the head of the household, if that person is temporarily absent, such as away at college or in the armed forces, even if that person is not on the lease.
- Benefits and other non-earned income paid directly to or on behalf of minors and full-time students.
- The annual income for a family member, including a permanently absent member will be counted until written verification that the family member has vacated the unit is received.
- The gross amount (before deductions for Medicare, etc.) of periodic social security payments. Includes payments received by adults on behalf of minors or by minors for their own support).

- Annuities, insurance policies, retirement funds, pension, disability or death benefits and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation and severance pay. Any payments that will begin during the next 12 months must be included.
- Net payments of adjusted benefits.

## 2. ANNUAL INCOME EXCLUDES

- Earned income of children (including foster children) younger than 18.
- Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer or seasonal worker is NOT excluded from the income even if the source, date, or amount of income varies.
- Non-monetary in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- Food Stamps; meals on wheels or other programs that provide food for the needy; groceries provided by persons not living in the household.
- Payments receive for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
- Amounts received by the family which are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
- Grants or other amounts received specifically for medical expenses.
- Adoption Assistance Payments for a child in excess of the amount of the deduction for a dependent.
- Income associated with persons that live in the unit but are not regular household members includes:
  - Payments received for care of foster children or foster adults
  - Income of live-in attendants
  - Homecare payments
  - Resident Service Stipends
  - The principal portion of the payments received on mortgages or deeds of trust.
  - Earned Income of Full Time Students 18 years or older (except the Household and spouse). The exemption only applies to earning in excess of \$480.00.
  - Student financial assistance for tuition, books, supplies, (including supplies and equipment to support students with learning disabilities), room and board, and other fees required and charged to a student by an institution of higher education and, for a student who is not head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher educations and not residing in an assisted unit.

- Veteran's benefits related to aid and attendance.
- State or Local employment training programs and training of resident management staff
- Hazardous duty pays to a family member in the military
- Lump-sum additions to family assets - such as inheritances; one-time lottery winnings; insurance settlements for personal or property losses, including but not limited to, payments through health insurance, motor vehicle insurance and worker's compensation.
- Exclusion of Deferred Periodic Payments of SSI and Social Security received in lump sum.
- Casual, sporadic, or irregular gifts (including verified census taker earnings).
- Payments, rebates or credits received under Federal, Low-Income Home Energy Assistance Programs or from other government agencies.
- 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.
- Income excluded by Federal Statute.
- Any imputed return on an asset when the net family assets total \$50,000 or less and no actual income from the net family assets can be determined.
- Irrevocable trust or a revocable trust outside the control of the family or household. Distributions of the principal or corpus and distributions of the income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

### 3. CONVERTING INCOME

To annualize full employment, multiply:

- hourly wages by 2080 hours
- weekly wages by 52
- bi-weekly amounts by 26
- semi-monthly amounts by 24
- monthly amounts by 12

### 4. IMPUTED INCOME FROM ASSETS

Family assets include:

- Amounts in savings and checking accounts.
- Equity in real property or other capital investments is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees, penalties), that would be incurred in selling the assets.

- The cash value of trusts that are available to the household.
- IRA (an individual retirement account), Keogh and similar retirement savings accounts.
- Stocks, Bonds, Treasury Bills, Certificate of Deposits, Money Market Funds.
- Contributions to company retirement/pension funds:
  - While an individual is employed, count only amounts the family can withdraw without retiring or terminating employment
  - After retirement or termination of employment, count as an asset any amount the employee elects to receive as a lump sum.
- Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
- Personal property held as an investment.
- Cash value of life insurance policies.
- Assets disposed of for less than fair market value during the two years preceding application or re-examination.
- Business assets disposed of for less than fair market value. (Business assets are excluded from net family assets only while they are part of an active business.)

## 5. ASSETS DO NOT INCLUDE

Category	Excluded Asset	Example(s)	Notes
Personal property	Necessary items of personal property	Medical devices, vehicle for commute	Determining what is a "necessary item" for personal property is a highly fact-specific determination. Additional guidance is forthcoming from HUD.
Personal property	Non-necessary items of personal property if the combined total value does not exceed \$50,000*	Vintage baseball cards, recreational boat, coin collection, art so long as the <i>total</i> value is under the limit	This matches the value of assets that can be self-certified by the family.
Savings account	Retirement account recognized by IRS	IRA, 401(k), 401(b) and retirement plans for self-employed individuals	
Real property	Real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located	Property subject to a lawsuit may be legally restricted from sale.	Such property does not count against the dollar amount limit or the real property limitation
Cash	Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member, for an incident resulting in a disability	A drunk driver injures a family member, who then has a disability. The family sues, and the driver's insurance pays the family.	
Savings account	The value of certain education or disability support savings accounts	Under Internal Revenue Code sections 529, 529A, 530, "baby bond" accounts	Coverdell accounts, tuition programs, any "baby bond" account created, authorized, or funded by Federal, state, or local government
Real property	Interest in Indian trust land	Family has interest in land held in trust by Bureau of Indian Affairs	Existing exclusion
Real property	Equity in a manufactured home where the family receives assistance under 24 CFR 982	HCV Manufactured Home Space Rental participants	
Real property	Equity in property where the family receives assistance under 24 CFR 982	HCV homeownership participant	For real property other than manufactured homes
Savings account	Family Self-Sufficiency (FSS) accounts		The family does not have access to FSS funds during their participation in the program. Also excluded from income.
Cash	Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family	Earned Income Tax Credits (EITC)	
Trust Funds	Trust that is not revocable by, or under the control of, any member of the family or household	Non-revocable trust fund; trust fund revocable once minor child reaches age 21	As long as a trust meets this definition, it is not an asset of the family

Federal regulation restricts families from receiving assistance in the public housing if their net family assets exceed \$100,000 (to be adjusted by HUD annually) or if the family owns real property suitable for the family to live in. There are qualifications and exemptions from both requirements. HASB will delay enforcement for a period of 120 days from discovery as allowed by regulation. Applicants whose family assets exceed \$100,000 will be denied eligibility.

HASB must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application or reexamination, in excess of the consideration received. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify an exclusion from family assets.

In general, income from assets is considered income. If it is possible to calculate actual returns from an asset, HASB should use that amount. If it is not possible to calculate an actual return on an asset, and: The net family assets are \$50,000\* or less, the imputed income from that asset is excluded. The net family assets are over \$50,000,\* HASB must impute income for the asset based on the current passbook savings rate, as determined by HUD

Net Family Assets Scenario	Actual Income	Imputed Returns	Amount Included in Income
Assets of \$50,000 or less	Included	Not calculated	Actual income only
Exceeds \$50,000 and actual income can be computed for ALL assets	Included	Not calculated	Actual income only
Exceeds \$50,000 and NO actual income can be computed	N/A	Calculated using HUD passbook rate for all assets	Imputed returns for all assets
Exceeds \$50,000, but actual income can only be computed for some assets	Included for assets that can be computed	Calculated for any remaining assets where actual income cannot be computed	Actual income that can be computed AND imputed returns for all remaining assets that cannot be computed

A family that owns a property may show it is not “suitable for occupancy” if it:

- Does not meet the disability-related needs for all members of the family. Example: Physical needs, proximity to transit, need for additional bedrooms or space, etc.
- Is not sufficient for the size of the family.

- Is located so as to be a hardship for the family. Example: the location would be a hardship for the family's commute to work or school
- Is unsafe because of physical condition. Unless issues can be "easily remedied"
- Cannot be a residence per local or state laws. Example: a storefront zoned for commercial use only

#### Documentation of Assets-24 CFR 5.618(b)

For documentation of net family assets under \$50,000\*, HASB may accept self-certification from the family that the assets are under that amount.

- Certification must include any expected income from the assets (actual returns only).
- No further documentation is required by HASB for the net family asset restriction.
- Assets must be verified every 3 years. Property ownership: HASB may accept self-certification that the "family does not have any present ownership interest in any real property."
- The statutory self-certification only asks about ownership, and does not address the other elements of the restriction (such as a legal right to reside in, and the effective legal authority to sell the property).
- HASB can use a form with the statutory self-certification question as well as follow-up questions related to other elements.
- If family declares a property and asks for an exemption because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking:
  - HASB must accept self-certification of the family member
  - 24 CFR 5.2007 applies » Confidentiality rules » Restrictions on document requests
  - Form HUD 5380 Notice of Occupancy Rights under VAWA » Form HUD 5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

#### 6. ADJUSTED INCOME

Gross annual income minus allowances for dependents, elderly household deduction, childcare, medical and handicap expenses equal adjusted income.

### Dependent Allowance

\$480 for each household member who is under 18 years of age, or is handicapped, disabled or a full-time student. HUD annually in accordance with the Consumer Price Index will adjust this amount for Urban Wage Earners and Clerical Workers rounded to the next lowest multiple of \$25.

The head, spouse, foster child, or live-in attendant are never counted as dependents.

Cannot count unborn child or child to be adopted until the child is physically in the household.

A full-time student is one carrying a full-time subject load (as defined by the institution) at an institution in a degree or certificate program.

### Elderly Household Deduction

\$525 per family for all families in which the head or spouse is at least 62 years of age or disabled. The \$400 is a household deduction (only one per family, even if both head and spouse are elderly). HUD annually in accordance with the Consumer Price Index will adjust this amount for Urban Wage Earners and Clerical Workers rounded to the next lowest multiple of \$25.

### Child Care

Reasonable childcare expenses for the care of children, including foster children, age 12 and younger may be deducted from annual income if all the following are true:

- ❖ The care is necessary to enable a family member to work or further his/her education (academic or vocational);
- ❖ The expense is not reimbursed by an agency or individual outside the household; and
- ❖ The expenses incurred do not exceed the amount earned

### Allowance for Disabled Family Members

Families may deduct anticipated expenses for care attendants, long-term care premiums and "auxiliary apparatus" for handicapped or disabled family members if such expenses:

- Enable a family member (including the disabled family member) to work;
- Exceed 10% (ten) percent of Annual Income.
- Do not exceed the earned income of the household member(s).

Financial hardship exemptions for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses may be requested. To receive hardship relief the family must have received a deduction from their annual income, which exceeded three percent when HUD systems are compatible. The hardship will allow for up to a 24-month transition period. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable:

- The family will receive a deduction totaling the sum of the expenses that exceed 5 percent of annual income.
- Twelve months after the relief the family must receive a deduction totaling the sum of expenses, that exceed 7.5 percent of annual income.
- Twenty-four months after the relief is provided, the family must receive a deduction totaling the sum of expenses that exceed 10 percent of the annual income.
- "Auxiliary apparatus" are items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc. if related to permitting the handicapped person or other family member to work.

Families must report if the circumstances that made the family eligible are no longer applicable. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. If the family reports the change in circumstances in a timely manner (within 10 business days) the HASB will provide the family with [30 days] advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that [30- day] notice period.

If the family does not report the change in a timely manner, the adjustment will be made retroactive to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

## Medical Expenses

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age or disabled. If the household is eligible for a medical expense deduction, the medical expenses of all family members are counted.

They may include:

- Services of health care facilities.
- Medical insurance premiums.
- Long-term Care Premiums.
- Prescription/non-prescription medicines.
- Transportation to treatment.
- Dental expenses, eyeglasses, hearing aids, batteries.
- Live-in or periodic medical assistance.
- Monthly payment on accumulated medical bills.
- Unreimbursed health and medical care expenses of any elderly family or disabled family
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each family member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed
- Allowable Medical Expense is that portion of total medical expenses that is in excess of 10% (ten) percent of annual income.

## 7. Utility Allowances

Per HUD regulations, HASB has developed a utility cost allowance covering natural gas and electricity at the public housing properties where usage is individually metered. The allowance is 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. The allowance is based on the bedroom size of each individual unit.

The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent (HUD terminology). The Tenant Rent is the amount the family owes each month to HASB. If a resident's utility allowance is more than the income rent, HASB will pay the difference directly to the appropriate utility supplier.

Telephone, cable TV and satellite TV are not considered utilities and HASB is not required to provide a utility allowance for these services.

At least annually, HASB will review the basis on which the utility allowances were established. If there has been a significant change to the basis of the allowances such as modernization, utility conversion, etc., HASB will revise the allowances in effect at that time to reflect such changes. (24 CFR 965.505 (b))

HASB will revise the cost allowances if there is a rate change (including fuel adjustments) of ten percent or more from the rates on which the allowances in effect at that time of the review are based. HASB may revise the cost allowances between annual reviews if there is a rate change of less than ten percent. Revised allowances based on rate changes are not subject to the 60-day notice described below. (24 CFR 965.507 (b))

HASB shall provide a notice to residents concerning revisions to the allowance amounts. The notice will be given, in the manner as described in the dwelling lease, not less than 60 days before the proposed effective date of the revised allowances. The notice will describe the basis for determination of the revision, including a description of the equipment on which the allowances are based. The notice will also include the location where residents may review the full Utility Allowance Report which details the basis on which the allowances were established. (24 CFR 965.502 (c))

#### C. SPECIAL CALCULATION FOR HOUSEHOLD WHO ARE ELIGIBLE FOR DISABILITY ASSISTANCE AND MEDICAL EXPENSES

If a family has both medical expenses and handicap assistance expenses, a special calculation is required.

(10%) Ten percent of annual income must first be deducted from the disabled assistance expenses. Any remainder is then deducted from total medical expenses.

#### D. METHODS OF VERIFYING NECESSARY INFORMATION

1. Third Party (Independent) Verification: This should be used whenever possible as it provides the most reliable results. If other methods are used, the file should contain documentation to explain the reason.

Third party verification refers to written or oral verification from employers, public agencies, physicians, etc. Third party verification hierarchy should follow receipt of written verification first, verification provided by the applicant/resident second, oral verification third and self-declaration last. If oral verification is utilized, the file must be documented with the date and name of HASB staff member receiving the information. HASB acceptable forms of verification of income, assets,

deductions, and student status are:

- Two to four consecutive pay stubs for current income
- The most recent bank statement for all asset accounts showing all current balances
- Verification of school records that show enough credits to be a full-time student
- Documentation of third party attempted verification before continuing down the hierarchy (one documented attempt following the first request in the annual recertification packet)
- Collection of the third-party verification of the student status, medical expenses and childcare will be attempted once following the receipt of the annual recertification packet.

Internal Revenue Service Data: This source can be used for income purposes and is especially useful when self-employment is involved. The information must be from the most recent year filed.

2. Review of Documents: When documents are reviewed, they must be photocopied unless prohibited by law. When photocopies cannot be made, information must be recorded, dated, and signed.

Notarized Statement or Signed Affidavits may be accepted from applicants when all other sources have been exhausted. They should not be accepted in lieu of other methods.

Verifications for income or expenses must be updated if older than 60 days for an applicant family and no older than 120 days for the purpose of certification of a participant family, except for fixed sources of income. Income sources that are set annually will be verified with an award letter for the appropriate year.

Note: In the case of Child Support and other State provided documents, the amount eligible shall be utilized, not the amount received or historical receipts. If irrefutable evidence exists to prove that the awarded amount is not being dispersed, or no benefits at all, to the family, the average period benefits will be used.

#### E. INELIGIBLE DETERMINATION AT TIME OF VERIFICATION

Families may be determined ineligible if their income exceeds the very low-income standards prescribed by HUD.

Families may be determined ineligible when their income is such that the Total Tenant Payment (HUD terminology) is equal to or exceeds the highest rent standard for the unit

size for which the family would be eligible.

Families may be determined ineligible if it is discovered they submitted fraudulent information.

#### F. NOTICE OF DECISION AND INFORMAL REVIEW PROCESS

All ineligible applicants must be advised of such in writing and of their right to informal review and given ten (10) business days to request an informal review.

The informal review will provide the applicant with an opportunity to present added information or to refute existing information. The Hearing Officer may declare an applicant eligible, continue the findings of ineligibility, or reopen the case for further

- ❖ A question-and-answer period; and
- ❖ Distribution of related materials.

At the briefings, pertinent information is discussed on all programs. Especially emphasized are all resident responsibilities.

#### G. RESIDENT SELECTION PROCEDURE & ASSIGNMENT PLAN

The following plan for selection of applicants and assignment of dwelling units are consistent with the objective of Title VI of the Civil Rights Act of 1964 and HUD regulations and requirements to assure equal opportunity and non-discrimination on grounds of race, color, or national origin.

1. Elderly & Disabled - When a vacancy occurs in an elderly housing community, no more than 2 (two) offers of an appropriate size unit will be made to the applicant based on type and size of the unit available and date and time the application was received at the property where the greatest number of vacancies.

The applicant is entitled to decline one offer without penalty. If the applicant refuses the second offer of a unit for a reason other than the approved valid reasons for health hardship, the applicant will be removed from the waiting list at the date and time of refusal of the offer.

2. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of their inability to move due to the valid reasons for health hardship, refusal of the offer shall not count as one of the number of allowable refusals permitted by the applicant before placing his name at the bottom of the eligible applicant list.

3. If the applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, medical services, children's day care and the like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant before placing his name at the bottom of the eligible applicant list.
4. HASB will take action to ensure that qualified individuals with disabilities benefit from housing assistance and services that are provided by HASB. In the event an accessible unit becomes vacant, before offering such unit to a non-disabled applicant, the HASB shall:
  - Offer such unit to a disabled resident of the same property, or comparable property, having disabilities that require accessibility features of the vacant unit, or, if no such occupant exists;
  - Offer such unit to qualified disabled client on the waiting list requiring the features of the available unit who meets the requirements of Eligibility and Resident Selection described herein.

## H. STANDARDS FOR RESIDENT SELECTION

HASB shall use information that may provide a basis for denial of housing based on the past conduct of the applicant or members of his/her family. To obtain such information, all families are subject to the following:

1. Credit report from a local credit bureau;
2. A rental history from a current or previous property owner;
3. Information from social workers, police departments, parole officers, prior landlords, court records related to lease related cases, criminal activity and restraining orders, and other relevant reports and references.
4. Other selection criteria that may be regulated by Statute.

## I. ASSIGNMENT PROCESS

1. Applicants are selected from the top of the Public Housing list based on the date and time of the application, and suitable type or size of unit with consideration given to elderly status and factors which could adversely affect the health, safety, or welfare of other residents. Due to approved income, targeting requirements for the HASB applicants may be “skipped” to select an income-targeted applicant.

2. Eligible applicants are assigned by the appropriate staff to the appropriate site based on current and anticipated vacancies.

#### **J. HARDSHIP CRITERIA FOR APPLICANTS AND RESIDENTS OF HASB**

There are two (2) bases for hardship requests relative to the offering of a unit to new applicants:

1. Health - The physical unit itself is not appropriate because of applicants' incapacities; its location precludes home-bound support or mitigates against access to required long-term medical care or
2. Economic Hardship - The unit's location would cause loss of job, severe economic hardship including inadequate access to appropriate day care and/ or preclude fair access to transportation when public transportation is required.

Applicants must inform site-based staff of their decision to accept or reject an offered unit within 48 hours of the offer.

#### **K. REFUSAL AND DENIALS OF APPLICANTS**

1. HASB will deny an applicant housing for the following reasons:
  - a. History of:
    - 1) Disturbing neighbors;
    - 2) Destroying property;
    - 3) Living or housekeeping habits which would adversely affect the health, safety, or welfare of other residents; or
    - 4) Criminal activity, especially involving violent criminal activity or drug related activity for a period of five (5) years prior to eligibility determination. However, no applicant who has been a victim of domestic violence, dating violence, or stalking can be denied admission if they are otherwise qualified.
  - b. Non-payment of rent
  - c. Poor credit history
  - d. Health or safety problems
  - e. Owing money to a public agency in connection with the Public Housing or Housing Choice Voucher programs
  - f. Committing fraud in connection with any federal housing assistance program.

- g. Indication that the use of alcohol and/or drugs would result in conduct that would adversely affect the property environment.
- h. Applicants for the program may be denied admission for a period of up to five (5) years for drug related or violent criminal activities that threatens the safety or wellbeing of other citizens or communities. Families may be determined ineligible due to specified criminal activity, or an action or failure to act by a household member as defined and detailed by Federal Statute. The Housing HASB must prohibit admission to the program of an applicant for three years from the date of eviction if a household member has been evicted from federally assisted housing for drug related or violent criminal activity. However, the Housing HASB may admit the household if HASB determines: (1) that the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation approved by HASB; or (2) that the circumstances leading to the eviction no longer exist.

HASB may prohibit admission for a period of five (5) years if:

- (1) HASB determines that any household member is currently engaging in illegal use of a drug, and/or
- (2) HASB determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

HASB will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

HASB will prohibit any household member who has ever been convicted of violent criminal activity or drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

2. HASB will:

- a. Not rely solely on the arrest record in cases where there is potential denial for criminal activity.

- b. Review with applicant any information that may adversely affect the possibility of housing, provide an opportunity to explain or refute such information and report such findings and/or explanation to the Review Committee for consideration.
- c. Then if denied, inform the applicant in writing as to why housing is being denied and of their right to an informal review and given ten (10) business days to request an informal review.
- d. Refer the applicant to appropriate counseling services.

The informal review will provide the applicant with an opportunity to present new information or to refute existing information. The Hearing Officer may declare an applicant eligible, continue the findings of ineligibility, or reopen the case for further evaluation. The applicant shall be notified in writing of the results of the informal review.

## **SECTION VI - DWELLING LEASES**

The Dwelling Lease is the basic contract between HASB and the resident and resident's family (see Appendix X). It is consistent with the state and local laws governing resident-landlord relations as well as the requirements of HUD regulations. It governs the relationship between HASB and its residents and consequently, is one of the single most important policy documents of HASB. More importantly, it is the major policy document governing continuing occupancy promulgated by HASB.

The Dwelling Lease governs such aspects of resident-HASB relations as who is permitted to live in the Unit leased by resident; the amount and manner of payment of rent, security deposits, and sundry charges; the conditions under which HASB personnel may enter the Unit; and the procedures for re-determination of rent. It sets forth both HASB's obligations to the resident and the resident's obligations to HASB. The Lease also prescribes the procedures for the transfer of the resident family to larger or smaller units based on family size as well as for the termination of the Lease for the serious or repeated violation of the terms of the Lease. The Lease also refers to procedures for resolving disputes over the application of the rules and regulations set forth in the terms of the Lease and other such rules as are posted in development offices as well as over the omissions of HASB.

No Applicant Family or resident family may occupy a Unit in any Development managed by HASB without a written Lease for such Unit, which has been signed by the Head of Household or Spouse. The Lease shall be implemented for each resident at admission for new residents and

at the time of transfer for any resident moving from one Unit in a development to any other Unit in a development.

#### A. LEASE REQUIREMENTS

The Lease which is entered into between HASB and each resident of a Unit contains the following major provisions:

1. Identification of parties and premises;
2. Payments due under the Lease;
3. Rent and Unit size determinations;
4. Resident's right to use and occupancy;
5. HASB's obligations;
6. Residents' obligations;
7. Defects hazardous to life, health, or safety;
8. Pre-occupancy and pre-termination inspections;
9. Entry of premises during residency;
10. Notice procedures;
11. Termination of the Lease;
12. Grievance procedures;
13. Provisions for modifications; and
14. Signatures.

#### B. IDENTIFICATION OF PARTIES AND PREMISES

Each Lease shall identify the premises leased and the parties to the lease in addition to:

1. The date of the commencement of the Lease;
2. The term of the Lease; and
3. The members of the household and their relationship to the Head of Household who shall reside in the unit as approved by HASB.

Dwelling Leases are for a period of one year. The Lease is automatically renewed for successive terms of one month each, unless terminated upon lease violations as specified in Section XIII.

#### C. PAYMENTS DUE UNDER THE LEASE

Five types of payments are due under the provisions of the Lease:

## 1. RENT

The amount of rent charged the Resident at the date of occupancy (or the making of the current lease) is fixed in the lease. This amount may be adjusted upward or downward during the term of the lease to reflect changes in the Total Family Income as specified in Section E below. All rents are due in advance on the first day of each month or at the time of initial occupancy.

a. In accordance with Section 402(a) and (2) of the continuing resolution, assisted families may pay a monthly minimum rent as set by the Housing HASB by internal procedure. The minimum rent may not exceed \$50.00 per month, and is currently set at \$0, but may be changed at any time due to market conditions. The total tenant payment (TTP) of these families must be the greatest of:

- ❖ 30% of family monthly adjusted income
- ❖ 10% of family monthly gross income, or
- ❖ Any minimum set by HASB
- ❖ The flat rent established for the unit (public housing only), if the flat rent does not exceed the 3 previous categories.

b. Rent payments from adult household members in the form of personal checks, money orders, cashier's checks and bank checks will be accepted. Cash will not be accepted unless it is taken by the Sheriff's Department to stay an eviction. At the discretion of HASB, other mechanisms of payment may be accepted to include but not limited to; electronic payments. The agency recognizes that in some situations, certain non-profit entities and other government entities may make payments from time to time on a household's behalf, and the agency will accept those payments.

c. Mixed Families –A family that contains some member that is eligible for assistance and some members that are ineligible for assistance. The family may be subject to prorated rent under the Noncitizens Rule.

Under this rule, HASB must complete the following steps:

1. Determine the Total Tenant Payment (TTP) in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
3. Subtract the TTP from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family resident rent.

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

## 2. LATE PAYMENT OF RENT/COURT COSTS/LEGAL FEES AND COSTS

A late fee will be charged equal to five (5) percent of the rental payment, not to exceed \$50, for rent paid after the 5th calendar day of the month. All costs associated with the bringing of any legal action arising under this Lease and/or the enforcement of any lease term, including but not limited to court fees, service of process fees, and/or attorneys’ fees and costs including expert fees engaged for purposes of litigation.

The fees will not be charged against a resident until the Court has entered a verdict in HASB’s favor or after HASB files suit and the resident resolves the suit by settling the claim prior to judgment, such as by paying any outstanding rent or other charges due to avoid judgment in a breach of contract action. Resident maintains a right to timely grieve any assessed fee with which resident disagrees and/or to take any judicial remedy to which resident may be legally entitled.

HASB shall provide written notice of the amount of any charge, in addition to resident Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after HASB provides resident written notice of the charge. In accordance with resident's rights as set forth elsewhere in this Lease and under Federal Regulations, the resident has the right to challenge the charges described herein in accordance with a timely filed grievance and/or to take any judicial remedy to which resident may be legally entitled.

The Housing HASB will take action to ensure that qualified individuals with disabilities benefit from housing assistance and services that are provided by HASB.

### 3. EXCESS UTILITIES

HASB furnishes, without additional charge, the Utilities specified for the development on the Schedule of Utilities adopted by HASB. Copies of the Schedule of Utilities will be posted in each development office and will be furnished to the resident upon request. At developments where utilities are provided by HASB, a charge shall be assessed for excess utility consumption due to the operation of major resident-supplied appliances. This charge does not apply to resident(s) who pay their utilities directly to a utility supplier.

### 4. REPAIR CHARGES

The resident shall be charged for any repairs to the dwelling and/or the equipment furnished which are not due to normal wear and tear. The Head of Household shall be responsible for any/all damages caused by a member of the resident Household or their guests to the Unit, buildings, facilities, or common areas under the control of HASB. The repair charges, where possible, shall be determined by reference to a uniform schedule of charges for repairs and materials as approved by HASB after consultation with the Resident Councils and posted in the development offices. Repair charges are due and payable on the first day of the second month following the month in which the charge is incurred, and all charges shall indicate the nature of the repair. If the resident disputes the charges, the resident is entitled to request a hearing in accordance with HASB Grievance Procedure (Appendix III).

### 5. SECURITY DEPOSITS

Residents shall deposit with HASB an amount equal to the greatest of \$50- or one-month's Total Tenant Payment as security for the performance of resident's obligations under the Lease. The security deposit must be paid in full upon execution of the Lease and thereafter until the amount is paid in full. The security deposit may not be used to pay rent or other charges while the resident occupies the

Unit and may be used only upon termination of the Lease to cover unpaid rent and other charges or damages due HASB.

#### D. REPAYMENT AGREEMENTS

When a participant owes money to HASB, assistance must not be terminated simply because the family has an outstanding debt. When an applicant owes money to HASB (or another HASB or another federal housing program), placement on the waiting list must not be denied solely because of a previous debt. A Promissory Note, in the form of a Repayment Agreement, may be executed by the participant or applicant with HASB to permit payback of a debt over a period.

Repayment Agreements may be executed for, but are not limited to, the following circumstances:

- Failure to report changes in income or family size that result in overpayment of assistance
- Repayment to HASB for claims paid on the participant's behalf due to unpaid rent, damages or a vacancy loss

Participants owing money must be notified of their liability and informed that they are not required to enter into a Repayment Agreement as a condition of continued assistance. However, in the absence of a Repayment Agreement or default of a Repayment Agreement, HASB may deny a unit transfer or issuance of Voucher when the participant wants to move.

There is no dollar limit on the amount of the Repayment Agreement. Payment amounts should be affordable for the participant or applicant and for a specified term.

If an applicant or participant has signed a Repayment Agreement with HASB (or any other HASB or federally assisted housing program) and they breach the agreement, HASB may deny or terminate assistance.

#### E. RENT AND UNIT SIZE REDETERMINATION

The Lease provides for the re-determination of rent, eligibility and dwelling size and represents the foundation of the continuing occupancy policies. The eligibility of a family to remain in occupancy, the amount of rent, and the appropriateness of the size of the unit assigned based on family composition are each determined by periodic reexamination of resident families.

##### 1. ANNUAL/TRIENNIAL REEXAMINATION

All families, without fixed sources of income (including all adult members) will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions, and family composition at least annually (except those families with fixed sources of income) and in accordance with Section 982.516 of the Federal Regulations. (See Verification Procedures). The HASB has opted not to use permissive deductions.

For families who choose flat rents, HASB will conduct a reexamination of family composition at least annually and will conduct a reexamination of family income at least once every three (3) years in accordance with 960.257 of the Federal Regulations.

All families (including all adult members) with fixed sources of income will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions, and family composition at least once every three (3) years (triennially) and in accordance with 24CFR 560.257 of the Federal Regulations.

“Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at predictable levels from one or more of the following sources:

- Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- Federal, state, local, or private pension plan
- Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.

In accordance with 24CFR 560.257), HASB may by means of a streamline income determination allow families, who self-certify as having fixed sources of income, to complete recertification's once every three (3) years. Eligible families are families who have an income, as of their most recent review, of which 90 percent or more consists of fixed income.

HASB must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and, must obtain third-party verification of other income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, HASB must obtain third-party verification of all fixed income amounts every three (3) years. Other income for each family member must

be determined at least annually.

During the annual reexamination process, HASB will accept a family's declaration that it has total net assets equal to or less than \$50,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then HASB will not request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset, and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$50,000.

Whenever a family member is added, HASB will obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, HASB will obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$50,000 asset threshold. If the addition of that family member's assets does not put the family above the \$50,000 asset threshold, then HASB will not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every three (3) years.

The reexamination of family circumstances is coordinated with the anniversary date and inspection of the premises. Reexaminations are started 90 days prior to the anniversary date to assure sufficient time to conclude this process.

HASB shall verify all information submitted by the resident in accord with Section V, Part F of this policy. To assist in the verification process, the Head of Household and any working adult members of the resident's Family shall sign release of information forms necessary to accurately verify the source, amount, and permanence of income. Copies of enrollment forms and transcripts may be required to document the status of full-time students for persons 18 years and older.

The HASB will not accept Safe Harbor income determinations.

If, upon completion of the Annual Reexamination, HASB determines that resident's rent should be adjusted, HASB will give resident 30-day Notice of Proposed Rent Adjustment. The adjustment shall become effective on the date stated in the Notice unless the resident requests a grievance hearing on the proposed adjustment based on the way the rent was determined.

The rent established at admission, or the last reexamination date, shall remain in effect between regular rent determination dates unless modified through an interim adjustment.

## 2. INTERIM ADJUSTMENTS

In general, the resident shall report any changes in Family composition, employment status, household deductions, or income to HASB within ten (10) business days after the change has occurred. However, rent shall also be adjusted if HASB obtains independent verification of income for a Family member, which has not been previously reported. HASB will conduct Interim Recertification's when the income increase/decrease is over 10%. HASB will take into consideration not only changes in income but must also consider changes to eligible expenses, if applicable, to determine if an interim reexamination will be completed. HASB will not use the EIV system during interim reexaminations.

### ❖ Temporary Rent

If the reported change involves a change in employment status and income upon which rent is determined, HASB shall calculate a temporary rent, which reflects the reported changes. HASB shall attempt to verify the reported changes through its normal verification procedures within ten (10) business days of the application. However, should there be difficulty in immediately verifying the information, the Temporary Rent shall remain in effect until the changes are verified or for a period not to exceed sixty (60) days, whichever is shorter.

### ❖ Hardship Rent

If the resident reports and adequately demonstrates to HASB a change in his or her circumstances, which with the continued payment of rent at the then current rate, creates a hardship, HASB shall reduce the rent during the continued existence of the hardship and for a period of sixty (60) days thereafter. The previous rental rate shall automatically be restored at the end of the sixty (60) days unless the resident again demonstrates to HASB that the hardship continues to exist. The resident must demonstrate efforts to HASB that the hardship continues to exist. The resident must demonstrate efforts to remedy the condition bringing about the hardship rent in order to have successive applications for hardship rent approved.

### ❖ Retroactive Rent

If HASB determines that the resident has misrepresented to HASB the facts upon which his rent is based, resulting in the underpayment of rent, HASB may, in addition to or in lieu of its other rights and remedies, including termination, charge and collect rent at the correct rent applied retroactively.

### ❖ Verification of Information

Where feasible, third-party written verification or direct document review shall be the preferred method of verifying resident information, including Income, value of Assets, Medical Expenses, Child Care Expenses, Family composition, age, Disability, Handicap, Student Status, and displacement status. Third-party oral verification may be used if the resident file is documented according to identification of all parties, the date, and the content of the information. All information must be verified as a condition of continued occupancy and the Head of Household, and all other members of the Resident Family must sign HUD-approved release forms and consent authorizing private and public agencies to furnish and release required information to HASB. Notarized statements or signed affidavits may be accepted when all other sources have been exhausted. They should not be accepted in lieu of other methods.

HASB requires that each family member above the age of 18 sign a HUD-9986, Authorization for Release of Information form, to authorize the release of certain information to the PHA on admission. At each annual or interim reexamination, HASB will determine if any family member turned 18 and has not yet signed a HUD-9986 form. Such a family will be required to sign the appropriate form at the reexamination. The executed consent form will remain effective until the family is denied assistance, the assistance is terminated, or if the family provides written notification to the HASB to revoke consent. Families have the right to revoke consent by notice to the HASB, however, revoking consent will result in termination or denial of assistance.

#### ❖ Timely Reporting Standards

The resident must report changes within 10 calendar days of the occurrence for the report to be “in a timely manner”.

Decreases in resident rent will be effective the first day of the month following the reported decrease. Increases in resident rent will be effective the first day of the month following a 30-day notice to the family. If a family does not notify HASB of income and family composition changes within the required time, the rent increase will be effective retroactive to the date it otherwise would have been reported in a timely manner.

HASB may not require clients to obtain a court order awarding legal custody of a child or children residing in one of its program units. In cases where one or more individuals (who have not obtained the age of 18 years) is domiciled with a HASB leaseholder who is not a parent or legal custodian, the resident will be required to provide the HASB with the written permission of the child’s parent or other person having legal

custody of the child. The written permission must state when the permission becomes effective and any end date if one is anticipated; and must be notarized by a licensed Notary in order to ensure the signature is valid.

Untimely reporting related to an increase in rent: Families that do not report changes in family income or composition within 10 calendar days from the effective date of the change, that will result in an increase to tenant rent, will have the rent increase implemented retroactively to the first of the month following the date of the change leading to the interim reexamination. The family will owe a one-time payment equal to the difference in the rent paid and the new increased rent for each monthly rental period from the time of the change in circumstances through the date of the interim reexamination.

Untimely reporting related to a decrease in rent: When a family does not report a change in a timely manner that will result in a decrease in tenant rent, HASB will implement the decrease no later than the first of the month following completion of the reexamination.

However, HASB may make a determination that the late report was due to circumstances outside of the family's control and that the decrease will be implemented retroactively. Situations that may warrant a retroactive rent decrease might include late reporting due to (but not limited to): • Medical emergency. • Natural disaster. • Wage theft by the employer. • Disruptions to PHA operations.

When the determination is made that the late report was outside of the family's control, then a retroactive decrease may be applied beginning on the later of the first of the month following the date of the actual decrease in income or the effective date of the most recent admission, interim, or annual income examination. A rent adjustment cannot be retroactive to a date prior to the last income examination.

In case of any rent adjustment, the family will be provided with clear, written communication after the interim reexamination that shows: Any one-time charge or credit due to a retroactive adjustment. The new monthly rent due. The date that rent is due. The date of the family's next annual income reexamination.

### 3. UNIT SIZE DETERMINATION

Assignments to Units are based on Family size and composition as discussed in Section V-A (3) of this Policy. If HASB determines that the size of the Unit is no longer appropriate based on the Family composition, HASB shall amend the lease and transfer the resident to a dwelling of appropriate size designated by HASB, by written notice to the resident and allowing a reasonable time within which to move. Transfers due to changes in family composition shall take priority over the housing of persons from the applicant pool.

#### 4. MISREPRESENTATION OF INFORMATION

If HASB determines that the Resident has knowingly misrepresented the facts upon which his or her rent or unit assignment is based, HASB may, in addition to its right to charge retroactive rent or to refuse to adjust the Family composition and Unit size, terminate the lease and take possession of the Unit upon a thirty (30) day notice to Resident unless the Resident requests a grievance hearing on the proposed termination, in which case the grievance decision will determine the action or remedy.

#### F. RESIDENT'S RIGHT TO USE AND OCCUPANCY

While the lease is in effect, the resident shall have the right to the exclusive use and possession of the Unit as long as the dwelling is not used, or the resident does not permit it to be used, in violation of the terms and conditions of the lease. This restriction on the use and occupancy of the lease shall imply that neither resident nor members of the resident Family may sublease the dwelling to anyone else or permit persons not listed on the lease to occupy the dwelling in return for composition. It shall also imply that resident may not conduct a business from the premises or engage in any other activities which are in violation of building or housing codes as well as civil and criminal laws.

#### G. HASB'S OBLIGATIONS

HASB is specifically obligated by the lease to:

1. To maintain the dwelling and the project in a decent, safe, and sanitary condition;
2. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. To make necessary repairs to the dwelling Unit;
4. To keep project buildings, facilities, and shared areas, not otherwise assigned to resident for maintenance and upkeep in a clean and safe condition;
5. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, (including elevators) supplied or required to be supplied by HASB;
6. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual resident household) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by resident as required by the Lease;

7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of resident and supplied by a direct utility connection; and
8. To notify resident of the specific grounds for any proposed adverse action by HASB. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When HASB is required to afford resident opportunity for a hearing under HASB Grievance Procedure for a grievance concerning a proposed adverse action:
  - 1) The notice of the proposed adverse action shall inform resident of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with appropriate regulations shall constitute adequate notice of proposed adverse action.
  - 2) In the case of a proposed adverse action other than a proposed Lease termination, HASB shall not take the proposed action until time to request such a hearing has expired or, if hearing was timely requested, the grievance process has been completed.

Should the resident believe that HASB has failed to conform to any or all of the above obligations; the resident may request a grievance hearing to seek corrective actions regarding the situation.

## **SECTION VII - TRANSFERS**

All residents are allowed to transfer if they meet the Resident Transfer Policy criteria (see Appendix V).

The Chief Executive Officer may exercise discretion to offer an emergency transfer when the resident is in a situation involving a threat of actual violence if the resident believes that there is a threat of imminent harm from further violence if the resident remains within the same unit. A resident requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

## **SECTION VIII - TERMINATION OF RESIDENCY**

### **A. VIOLATIONS OF THE LEASE**

1. Terminations and notices to vacate will occur in accordance with provisions of the resident's lease and state and local law.
2. HASB will terminate residency for:
  - Material noncompliance with the terms of the lease;
  - Material failure to carry out obligations under any Federal Rule and Regulation, State of Indiana Landlord Tenant Law; or
  - Other good cause, which includes but is not limited to resident's refusal to accept HASB's proposed change to the lease. Termination for "other good cause" may only be effective at the end of any initial or successive term.
  - An act of domestic violence, dating violence, or stalking by a family member. HASB reserves the right to evaluate the situation and possibly terminate the tenancy of the offending family member without terminating the assistance of the victimized, lawful occupants.
  - Illegal use of a controlled substance or;
  - Pattern of illegal use of a controlled substance that is determined to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

### **B. EVICTIONS**

1. All evictions will be conducted in accordance with state and local law and the residents' lease.

2. Property Managers will inform the resident of the lease violation; the consequence of continuing to violate the lease; and the date, time, and location for informal hearings, as appropriate. The resident may bring interested parties to informal hearings. Property Managers may ask the Supervisor of Property Management to attend the informal hearings.
3. Property Managers will prepare written summaries of the informal hearings and provide the resident with copies.
4. In appropriate cases, Property Managers will enter into a repayment agreement with the resident.
  - a. If an agreement is reached for the payment of outstanding debts owed to HASB, both parties will execute a standard form agreement to be approved by the Supervisor of Property Management. If the agreement is broken by the resident, HASB may proceed to court as stipulated in the agreement for judgment against the resident and may repossess the unit.
  - b. If a satisfactory agreement is not reached for the payment of outstanding debts, HASB may proceed to issue a thirty (30) day Notice to Vacate. This shall not, however, constitute a waiver of the resident's right to grieve HASB's action or contest the action in an appropriate judicial proceeding.
5. A written thirty (30) day Notice to Vacate will be sent to the resident. The notice will specify that if the resident fails to vacate the premises within the applicable statutory period or on the termination date stated in the notice, whichever is later, appropriate action will be brought against the resident and the resident may be required to pay court costs and attorney fees.

#### C. OVER INCOME TENANCY

HASB will terminate residency of a family should the annual income exceed 120% of median income, published in that year by HUD for that family size. HASB will;

- ❖ Provide the family a twenty-four (24) month notice period prior to acting upon such termination, and
- ❖ HASB will conduct annual income certifications every twelve months after the initial over-income determination.
- ❖ Should the family income fall below the 120% threshold during said period, as established by HUD, the notice will be rescinded.

- ❖ Families over the income limits who have a valid contract for participation in a Family Self-Sufficiency (FSS) program would not be subject to eviction or termination of tenancy.
- ❖ If a family is currently receiving the earned income disallowance would not be subject to eviction or termination of tenancy.
- ❖ HASB will afford the family the opportunity after the twenty-four-month period to continue to rent the unit at the current monthly market rent.

HASB will modify this section based on final rulemaking by the Department of Housing and Urban Development.

#### D. APPEALS AND GRIEVANCE PROCEDURE

All residents and applicants have the right to appeal decisions or actions of the Housing HASB of Anne Arundel County through application of the Grievance Procedure (Appendix III – Grievance Procedures).

### **SECTION IX – PETS**

Except for service animals or approved support animals for persons with disabilities, no pets are allowed (even temporarily) anywhere in or about the Premises without prior written authorization from HASB. Care and feeding of stray or unauthorized animals or pets is prohibited. If an animal has been in the Premises at any time during the Lessee's Term, Lessee shall be charged for all costs pertaining to damage to the Premises, de-fleaing, deodorizing, and/or carpet shampooing to protect future residents from possible health hazards. If Lessee or any Occupant is found to be in possession of any prohibited animal(s), Lessee may be charged a fee of no less than \$200 per incident, in addition to the foregoing charges for damages and cleaning, and UTA may treat such violation as a breach of this Lease. Lessee and Occupants will also be required to remove the animal(s) from the Premises.

## **SECTION X. APPENDICES**

- I. DEFINITIONS
- II. INCOME GUIDELINES
- III. GRIEVANCE PROCEDURES
- IV. DWELLING LEASE
- V. RESIDENT TRANSFER POLICY
- VI. PET POLICY
- VII. ASSISTANCE AND SERVICE ANIMAL POLCY
- VIII. REASONABLE ACCOMMODATION POLICY
- IX. NON-DISCRIMINATION AND ACCESSIBILITY POLICY
- X. NO-SMOKING POLICY
- XI. VIOLENCE AGAINST WOMEN ACT (VAWA)
- XII. NOTICE OF OCCUPANCY RIGHTS UNDER VAWA
- XIII. EFFECTIVE COMMUNICATION POLICY
- XIV. PROGRAM INTEGRITY POLICY

## **APPENDIX I**

### **DEFINITIONS**

ACC - Annual contributions contract.

ADJUSTED INCOME - Annual Income less the following allowances, determined in accordance with HUD instructions:

- (a) \$480 for each Dependent;
- (b) \$525\* for any Elderly Family - \* subject to change periodically by HUD;
- (c) For any Family that is not an Elderly Family but has a Disabled member other than the head of household or spouse, Disabled Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Disabled Person;
- (d) For any Elderly Family
  - (1) That has no Disabled Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income. \*Subject to change by HUD to amounts that exceed ten percent on the specified date of notification from HUD;
  - (2) That has Disabled Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Disabled Assistance Expenses computed in accordance with paragraph (c) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses. \*When HUD systems are compatible, expenses greater than or equal to ten percent of Annual Income, an allowance for Disabled Assistance Expenses computed in accordance with paragraph (c) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses;
  - (3) That has Disabled Assistance Expenses that are less than ten percent of Annual Income, an allowance for combined Disabled Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds ten percent of Annual Income. Disabled Assistance Expenses that are less than ten percent of Annual Income, an allowance for combined Disabled Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds ten percent of Annual Income; and
- (e) (1) Childcare expenses; or (2) in the case of families assisted by Indian housing

authorities, the greater of (i) childcare expenses, or (ii) excessive travel expenses, not to exceed \$25 per family per week, for employment or education related travel.

ADULT - A person who is at least 18 years old.

ANNUAL CONTRIBUTIONS CONTRACT (ACC) - A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME:

- (a) Annual Income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as provided in paragraph (c) of this section
- (b) Annual Income includes, but is not limited to:
  - (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, HASBs, fees, tips and bonuses, and other compensation for personal services.
  - (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
  - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$50,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD. It is the policy of the HASB to determine each family's net family assets at the time of admission and at annual and interim reexaminations.

When determining the Net Family Assets, the HASB will take the following

steps:

- 1) Provide the family with a description of non-necessary personal property and ask the family to estimate the total value of their non-necessary personal property. If the family estimates that their non-necessary personal property is valued under \$50,000 (as adjusted annually) for inflation then the HASB will not ask the family to report the individual items of non-necessary personal property, except every third year when the PHA is fully verifying all assets.
- 2) If the family's non-necessary personal property has a net value over \$50,000, the HASB will ask the family to report a full list of their non-necessary personal property. The PHA will assess the list to determine if any of the items are necessary personal property. The PHA will make a determination as to each item identified, based on HUD guidance, and if the item is determined to be necessary, or otherwise excluded from net family assets, like a retirement account, educational savings account, etc., it will be excluded from the family's net assets.

(4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment (but see paragraph (c) (13) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph (c)(3) of this section);

(6) Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

- (i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
- (ii) The maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (b)(6)(ii) shall be the amount resulting from one application of the percentage;

- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph (c)(7) of this section); and

(C) Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
- (3) Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (b)(5) of this section);
- (4) Amounts received by the Family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;
- (5) Income of a live-in Aide. A person who resides with an Elderly, Disabled Person or Persons and who—
  - (a) Is determined to be essential to the care and well-being of the Person(s);
  - (b) Is not obligated for the support of the Person(s); and
  - (c) Would not be living in the unit except to provide the necessary supportive services.
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution.
- (7) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
  - (i) Amounts received under training programs funded by HUD;
  - (ii) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (iii) Amounts received by a participant in other publicly assisted programs

which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend using the same period of time; or

(v) Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, 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;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

(14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(15) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published in the FEDERAL REGISTER and distributed to HASB's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

- (d) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.
- (e) Any family receiving the reparation payments referred to in paragraph (c) (10) of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

**APPLICANT (Applicant Family)** - A family that has applied for admission to a program but is not yet a participant in the program.

**ASSETS** - The value in equity in real property, savings, stocks, bonds, checking and other forms of capital investments (the value of necessary minimal items of personal property such as furniture and automobile is not to be considered as assets).

**BUDGET HASB** - An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in an HA program, budget HASB is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

**CHILD CARE EXPENSES** – Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

**CO-HABITANTS** - Two (2) or more persons of the opposite sex who, at the time of application, have been living together as a family in a stable relationship.

#### **CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (Consolidated ACC)**

- (a) **NATURE OF ACC**
  - (1) An annual contribution contract (ACC) is a written contract between HUD and an HA. Under the ACC, HUD agrees to make payments to the HA, over a specified term, for housing assistance payments to owners and for the HA administrative fee. The ACC specifies the maximum annual payment by HUD, and the maximum payment over the ACC term. The HA agrees to administer the program in accordance with HUD regulations and requirements.
  - (2) HUD's commitment to make payments for each funding increment in the HA program constitutes a separate ACC. However, commitments for all the

funding increments in an HA program are listed in one consolidated contractual document called the consolidated annual contributions contract (consolidated ACC). A single consolidated ACC covers funding for the HA certificate program and voucher program.

(b) BUDGET HASB AND CONTRACT HASB

- (1) Budget HASB is the maximum amount that may be paid by HUD to an HA over the ACC term of a funding increment. Contract HASB is the maximum annual payment for the funding increment. Budget HASB for a funding increment is equal to contract HASB times the number of years in the increment term. Before adding a funding increment to the consolidated ACC for an HA program, HUD reserves budget HASB from amounts authorized and appropriated by the Congress for the program.
- (2) For each funding increment, the ACC specifies the initial term over which HUD will make payments for the HA program, and the contract HASB and budget HASB for the funding increment. For a given HA fiscal year, the amount of HUD's maximum annual payment for the HA program equals the sum of the contract HASB for all of the funding increments under the consolidated ACC. However, this maximum amount does not include contract HASB for an expired funding increment. If the term of a funding increment expires during the HA fiscal year, this maximum amount only includes the pro-rata portion of contract HASB for the portion of the HA fiscal year prior to expiration. (Additional payments may be made from the ACC reserve account described in 24 CFR 982.154.) However, the amount to be paid must be approved by HUD and may be less than the maximum payment.

**CONTIGUOUS MSA** - In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial

**CONTINUOUSLY ASSISTED** – An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the certificate or voucher program.

**COVERED PERSON** – A resident, any member of the resident's household, a guest or another person under the resident's control.

**CSA** – Categorizes marijuana as a Schedule 1 substance and therefore the manufacture or distribution possession of marijuana is a federal criminal offense.

**DAY LABORER** – An individual hired and paid one day at a time without an agreement that the individual will be hired for work again in the future.

**DEPENDENT** - A member of the Resident Household (excluding foster children or foster adults)

other than the Head of Household or Spouse, who is under 18 years of age or is a Disabled Person or is a Full-time Student.

**DISABLED ASSISTANCE EXPENSES** - Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member, and that are necessary to enable a Family member (including the Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

**DISABLED FAMILY** - A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

**DISPLACED PERSON** - 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.

**DOMICILE** - The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY** - Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

HASB may exercise discretion and allow admission if the circumstances leading to the eviction no longer exists (i.e. removal of the household member from the application who was engaged in the activity leading to the eviction), or the evicted household member has successfully completed an approved supervised drug rehabilitation program. HASB may exercise discretion for drug activity for substances that have been de-criminalized in Indiana, when that activity does not involve distribution related criminal activity.

**DRUG-TRAFFICKING** - The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

HASB may exercise discretion and allow admission if the circumstances leading to the eviction no longer exists (i.e. removal of the household member from the application who was engaged in the activity leading to the eviction), or the evicted household member has successfully completed an approved supervised drug rehabilitation program. HASB may exercise discretion for drug activity for substances that have been de-criminalized in Indiana, when that activity does not involve distribution related criminal activity.

**EARNED INCOME** – income or earnings from wages, tips, salaries, other employee compensation and net income from self-employment. Earned income does NOT include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

**ELDERLY FAMILY** – A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

**ELDERLY PERSON** - A person who is at least 62 years of age.

## ELIGIBILITY

- (a) **WHEN APPLICANT IS ELIGIBLE: GENERAL** - The HA may only admit an eligible family to a program. To be eligible, the applicant must be a family, must be income-eligible and must be a citizen or a non-citizen who has eligible immigration status as determined in accordance with 24 CFR part 5.
- (b) **INCOME**
  - (1) To be income eligible, the family must be either:
    - (i) A very low-income family; or
    - (ii) A low-income family in any of the following categories:
      - (A) A low-income family that is continuously assisted under the 1937 Housing Act.
      - (B) A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
      - (C) A low-income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Home ownership) or HOPE 2 (HOPE for Home ownership of Multifamily Units) project.
      - (D) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.
      - (E) A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
      - (F) For the certificate program only, a low-income family residing in a HUD-owned multifamily rental housing project when HUD sells, forecloses or demolishes the project.
    - (2) The HA determines whether the family is income-eligible by comparing the family's annual income (gross income) with the HUD-established very low-income limit or low-income limit for the area. The applicable income limit

for issuance of a certificate or voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the HA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family may only use the certificate or voucher to rent a unit in an area where the family is income eligible at admission to the program.

(d) **CONTINUOUSLY ASSISTED**

- (1) An applicant is continuously assisted under the 1937 Housing Act if this family is already receiving assistance under any 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.
- (2) The HA must establish policies concerning whether and to what extent a brief interruption between assistance under one of these programs and admission to the certificate or voucher program will be considered to break continuity of assistance under the 1937 Housing Act.

**EXCESS UTILITIES** - The amount of Utilities consumption in excess of a reasonable allowance based on the history of Utility use by families in Units of similar size and construction.

**EXTERMELY LOW-INCOME FAMILY** – A Family whose annual income does not exceed the higher of 30 percent of the area median income or the federal poverty level. 24 CFR 960.102.

**FAMILY** - Family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (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 family; and
- (7) A single person who is not an elderly or displace person, or a person with disabilities, or the remaining member of a family.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM)** - The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U.S.C. 1437u).

**FAMILY UNIT SIZE** - The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.

**FIXED INCOME SOURCE** - A family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- (1) Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- (2) Federal, state, and local, or private pension plans;
- (3) Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- (4) Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.

**FOSTER CHILDREN** - Minors who have been placed in a household by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction for their care and maintenance.

**FOSTER ADULT** – A member of the household who is 18 years of age or older, is unable to live independently due to debilitating physical or mental conditions and is placed with the family by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

**FSS PROGRAM** - Family self-sufficiency program.

**FULL-TIME STUDENT** - A person who is carrying a subject load which is considered full-time for day students under the standards and practices of the education institution attended and who is making satisfactory progress toward a terminal degree at such institution. An Educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**HA** – Housing Agency.

**HEALTH and MEDICAL EXPENSES** – Health and Medical Care Expenses, are any cost incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and Medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which the annual income is computed.

**HOUSING AGENCY (HA)** - A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian Housing HASB (IHA). (HASB and HA mean the same thing.)

**HOUSING QUALITY STANDARDS (HQS)** - The HUD minimum quality standards for housing assisted under the Resident-based programs. See 24 CFR 982.401 for specifics.

**HQS** - Housing Quality Standards.

**INDEPENDENT CONTRACTOR** – An individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

**JURISDICTION** - The area in which the HA has HASB under State and local law to administer the program.

**LESSEE** - Member(s) of the Resident's family who must sign the lease in order for it to be legal and binding. The lessee must be at least 18 years of age.

**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.

**LOW-INCOME FAMILY** - A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes. Section 24 CFR 982.201(b) described when a low-income family is income-eligible for admission to the certificate or voucher program).

**MANAGEMENT** - Agents, employees, or contractors of HASB.

**MAXIMUM ASSET LIMIT** - The maximum dollar amount of assets above which the Family would not qualify for government assisted housing. The dollar amount which is:

- (1) for an Elderly Family, four times the applicable annual Maximum Income Limit for the Family, and
- (2) for any other Family, three times the applicable annual Maximum Income Limit for the Family.

**MAXIMUM INCOME LIMITS** - The dollar amounts established by HUD for families of various sizes as the maximum allowable Net Family Income for eligibility according to the criteria for Low Income Families and Very Low-Income Families, as set forth in Appendix D.

**MINOR** - A person who is less than 18 years old.

**MONTHLY ADJUSTED INCOME** - One-twelfth of Adjusted Income.

MONTHLY INCOME - One-twelfth of Annual Income.

MSA - Metropolitan statistical area

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.

NET FAMILY ASSETS - The value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD ownership programs and necessary items of personal property (such as household furniture and automobiles).

Assets include:

- (1) Checking and savings accounts;
- (2) Land and buildings;
- (3) Stock and bonds;
- (4) The value of any assets disposed of by an Applicant or Resident Family during the two (2) years preceding the date of Application (or Re-examination).

It is the policy of the HASB to determine each family's net family assets at the time of admission and at annual and interim reexaminations.

1937 HOUSING ACT - The United States Housing Act of 1937 (42 U.S.C. 1437 and following sections). The HUD Resident-based program is authorized by Section 8 of the 1937 Housing Act (42 U.S.C. 1437f).

1937 HOUSING ACT PROGRAM - Any of the following programs:

- (1) The public housing program or Indian housing program.
- (2) Any program assisted under Section 8 of the 1937 Act (42 U.S.C. 1437f) (including assistance under a Section 8 Resident-based or project-based program).
- (3) The Section 23 leased housing program.
- (4) The Section 23 housing assistance payments program. (Section 23" means Section 23 of the United States Housing Act of 1937 before enactment of the Housing and Community Development Act of 1974.)

NON-PUBLIC HOUSING OVER INCOME FAMILY (NPHOI) – A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.

NOTICE OF FUNDING AVAILABILITY (NOFA) - For funding (contract or budget HASB) that HUD distributes by competitive process, HUD headquarters invites HA applications by publishing a NOFA in the FEDERAL REGISTER. The NOFA explains how to apply for assistance, and the criteria for awarding the funding.

**OVER INCOME (OI) FAMILY**– A family whose income exceeds the over-income limit, as determined annually by HUD for more than 24 consecutive months

**OVER INCOME (OI) LIMIT** – This limit is set by multiplying the very low-income level for the applicable area by a factor of 2.4.

**PARTICIPANT (Participant Family)** - A family that has been admitted to the HA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (first day of initial lease term).

**PERSON WITH DISABILITIES (Disabled Family)** –

- (1) Means a person who:
  - (i) Has a disability, as defined in 42 U.S.C. 423;
  - (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    - (A) Is expected to be of long continued and indefinite duration;
    - (B) Substantially impedes his or her ability to live independently, and
    - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - (iii) Has a developmental disability as defined in 42 U.S.C. 6001.
- (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- (4) Means "individual with handicaps", as defined in Sec. 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**PHA** - Public housing agency. (Public housing agency and housing agency mean the same thing.) A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian housing HASB (IHA). (HASB and HA mean the same thing.)

**PREMISES** - The building or complex in which the dwelling unit is located, including common areas and grounds.

**PUBLIC HOUSING AGENCY (HASB)** - A Housing Agency (HA).

**QHWRA** – Quality Housing Work Responsibility Act - Owners of federally assisted housing are required to deny admission to any household with a member who the owner determines is, at the time of application for admission, illegally using a controlled substance.

**RE-EXAMINATION DATE** - The anniversary date from which the resident Family leased the Unit from HASB.

**REMAINING MEMBER OF A RESIDENT FAMILY** - A member of a resident family who was listed on the lease and occupying the Unit at the time of the involuntary absence of the Head of Household and who is capable of living independently. The status of Remaining Member of a resident family does not include persons granted conditional or temporary residency for the care and well-being of one or more members of an Elderly Family nor does it include foster children or other persons granted temporary residence for their care and maintenance.

**RESIDENT/RESIDENT** - Any member of a Resident Family who is listed on resident's lease and has been approved to occupy the leased Unit by HASB.

**SEASONAL WORKER** – An individual who is hired into a short-term position and the employment begins about the same time each year.

**SECONDARY WAGE EARNER** - The Spouse, where both the Head of Household and the Spouse are gainfully employed.

**SPECIAL ADMISSION** - Admission of an applicant that is not on the HA waiting list, or without considering the applicants waiting list position.

**SPOUSE** - The husband or wife of the Head of Household.

**RESIDENT** - The person or persons (other than a live-in aide) who executes the lease as leases of the dwelling unit.

**RESIDENT FAMILY** - The Head of Household and all members of that Family who are listed on the Dwelling lease at the time of admission or who have been added to the lease and approved by HASB subsequent to occupancy of the Unit.

**RESIDENT RENT** - The amount payable monthly by the Family as rent to HASB for use of the dwelling accommodation and equipment (such as ranges and refrigerators, but not including furniture), services, and reasonable quantities of utilities determined in accord with HASB's schedule of allowances for utilities supplied by the development. Where all utilities (except telephone) and other essential housing services are supplied, Resident Rent equals Total Resident Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Resident Payment less the Utility Allowance.

**TOTAL RESIDENT PAYMENT** - The portion of the Gross Rent payable by an eligible Family participating in a program covered by this part, determined in accordance with the following:

Total Resident payment for families whose initial lease is effective on or after August 1, 1982. Total Resident payment shall be the highest of the following, rounded to the nearest dollar:

- (1) 30 percent of Monthly Adjusted Income;
- (2) 10 percent of Monthly Income; or
- (3) If the Family receives Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs, is specifically designed by such agency to meet the Family's housing costs, the monthly portion of such payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (a)(3) shall be the amount resulting from one application of the percentage.

**UNEARNED INCOME** – any annual income that is not earned.

**UNIT** - Dwelling unit.

**UNITED STATE HOUSING ACT OF 1937 (1937 Housing Act)** - The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42.S.C. 1437 and following sections.)

**VERY LOW-INCOME FAMILY** - A Low-Income Family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VIOLENT CRIMINAL ACTIVITY** - Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. This definition speaks to the forceful acts involved in the activity and does not require the person to be arrested, charged, nor convicted of any criminal activity.

**WAITING LIST ADMISSION** - An admission from the HA waiting list.

**WELFARE ASSISTANCE** - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly by Federal, State or Local governments.

**ZERO INCOME** – HASB will conduct periodic zero income reviews. Incoming families must also fill out a Zero Income packet at admission, and interim and annual reexaminations.

## APPENDIX II

### INCOME GUIDELINES

#### Area Median Income (AMI) 2025: \$88,000

South Bend St. Joseph County	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% AMI Low	49,300	56,350	63,400	70,400	76,050	81,700	87,300	92,950
50% AMI Very Low	30,800	35,200	39,600	44,000	47,500	51,050	54,600	58,100
30% AMI Extremely Low	18,500	21,150	26,650	32,150	37,650	43,150	48,650	54,150

## **APPENDIX III**

### **GRIEVANCE PROCEDURES**

#### **I. DEFINITION APPLICABLE TO THE GRIEVANCE PROCEDURE**

- A. GRIEVANCE: Any dispute which a resident may have with respect to a HASB action or failure to act in accordance with the individual resident's lease or HASB regulations which adversely affects the individual resident's rights, duties, welfare, or status.
- B. COMPLAINANT: Any resident (as defined below) whose grievance is presented to HASB (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. ELEMENTS OF DUE PROCESS: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  2. Right of the resident to be represented by counsel;
  3. Opportunity for the resident to refute the evidence presented by HASB, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  4. A decision of the merits.
- D. HEARING OFFICER: A person selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.
- E. RESIDENT: The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with HASB as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the resident family residing in the dwelling unit.

#### **II. APPLICABILITY OF THIS GRIEVANCE PROCEDURE**

In accordance with the applicable Federal regulation (24CFR § 966.50) this grievance

procedure shall be applicable to all individual grievances (as defined in Section I above) between resident and HASB hereinafter referred to as "HASB" with the following three exceptions:

- A. Because HUD has issued a due process determination that the law of the State of Indiana required that resident be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HASB, or
  2. Any drug-related criminal activity on or near such premises, or
  3. An action for nonpayment of rent.
- B. HASB grievance procedure shall not be applicable to disputes between residents not involving HASB or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and HASB's Board of Commissioners.

This grievance procedure is incorporated by reference in all resident dwelling leases.

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to residents, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by HASB before any revisions are made to the grievance procedure.

#### **C. ESCROW DEPOSIT REQUIRED FOR A HEARING INVOLVING RENT**

Before a hearing is scheduled in any grievance involving the amount of rent which HASB claims is due under this lease, the complainant shall pay to HASB or its attorney an amount equal to the rent and other amounts 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 due in an escrow account monthly until the complaint is resolved by decision of the hearing officer. HASB acknowledges that should the rent be zero monthly so that the other amounts due are still payable.

#### **III. INFORMAL SETTLEMENT OF A GRIEVANCE**

Any grievance may be personally presented orally or in writing, to HASB's central

office or the Management office of the development in which the complainant resides **within ten (10) business days of the date that is on the letter**. Grievances received by HASB's central office will be referred to the person responsible for the management of the development in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in paragraphs I I.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to HASB's grievance procedure, with the reason therefor.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten (10) business days** to meet so the grievance may be discussed informally and settled without a formal hearing. At the informal hearing, the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

**Within five (5) business days** following the informal hearing, HASB shall prepare and either give or mail to resident a notice of determination that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this notice of determination shall also be placed in resident's file.

#### **IV. FORMAL GRIEVANCE HEARING**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant may personally present orally or in writing a request for a hearing to the Management office of the development where resident resides **no later than five (5) business days of the date of the notice of determination of the informal hearing**. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion.

The written request shall specify:

- The reason for the grievance;
- The action of relief sought from HASB; and
- Several dates and times **in the following ten (10) business days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, HASB shall schedule a hearing on the grievance at the earliest possible time for the complainant, HASB and the hearing officer **in most instances no later than ten (10) business days** after HASB received the complainant's request.

If the complainant fails to request a hearing within five business days after receiving the notice of determination of the informal hearing; HASB's decision rendered at the informal hearing becomes final and HASB is not obligated to offer the complainant a formal hearing unless the complainant can show good cause as to why they failed to proceed in accordance with this procedure.

Failure to request a grievance hearing does not affect the complainant's right to contest HASB's decision in a court hearing.

## **V. SELECTING THE HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person or persons appointed by HASB to sit as the hearing officer. HASB will solicit qualified applicants from professional individuals or firms to conduct grievances requested by residents in HASB's federally assisted housing programs.

The Hearing Officer will be under contract with HASB based upon the federal procurement process.

## **VI. ESCROW DEPOSIT REQUIRED FOR A HEARING INVOLVING RENT**

Before a hearing is scheduled in any grievance involving the amount of rent which HASB claims is due under this lease, the complainant shall pay to HASB an amount equal to 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.

## **VII. SCHEDULING HEARINGS**

When a complainant submits a timely request for a grievance hearing, HASB will schedule the hearing within the following ten (10) business days on one of the dates and times indicated by the complainant.

Once the hearing officer has agreed upon the hearing date and time, the complainant, and the manager of the development in which the complainant resides, shall be notified in

writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested. One postponement may be granted for good cause and if proper notice was followed. The written notice will specify the time, place, and procedures governing the hearing.

## **VIII. PROCEDURES GOVERNING THE HEARING**

The hearing shall be held before the Hearing Officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any HASB documents, including records and regulations, that are directly relevant to the hearing. Hearings will not be delayed allowing for review of documents, the request must be presented in advance.

The complainant shall be allowed to copy any such document at the complainant's expense. If HASB does not make the document available for examination upon request by the complainant, HASB may not rely on such document at the grievance hearing.

HASB has the right to examine documents that will be presented by complainant, counsel or other person chosen as complainant's representative prior to the hearing.

- B. The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
- C. The right to have a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the complainant's complaint to controvert evidence relied on by HASB or project management, and to confront and cross-examine all witnesses upon whose testimony or information HASB or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in complainant's favor in another proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief

sought and, thereafter, HASB must sustain the burden of justifying HASB action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer shall require HASB, the complainant, counsel and other participants, or spectators to conduct themselves in an orderly fashion. Failure to comply with the directs of the hearing officer 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 HASB may arrange in advance, and at expense of the party making the arrangement, for the recording of and a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Upon actual or constructive knowledge by HASB of a disability by the complainant HASB must provide reasonable accommodation for person with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the complainant is visually impaired, any notice to the complainant which is required under this procedure must be in an accessible format.

The Hearing Officer is responsible for conducting fair hearings and rendering fair and reasonable decisions based upon the evidence introduced at each hearing as it applies to the law and HASB's Admission and Continued Occupancy Policy.

## **IX. FAILURE TO APPEAR AT THE HEARING**

If the complainant or HASB fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing to a date within the next **five (5) business days**, or may make a determination that the party has waived their right to a hearing.

Both the complainant and HASB shall be notified in writing of the determination by the hearing officer. A determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest HASB's disposition of the grievance in court.

## **X. DECISION OF THE HEARING OFFICER**

The hearing officer shall prepare a written decision, with the reasons for the decision **within ten (10) business days** after the hearing. A copy of the decision shall be sent to the

complainant and HASB. HASB shall retain a copy of the decision in the complainant's folder. A copy of the decision with all names and identifying references deleted shall also be maintained on file by HASB and made available for inspection by a prospective complainant, his representative, or the hearing officer.

The decision of the hearing officer shall be binding on HASB which shall take all actions, or refrain from any actions, necessary to carry out the decision unless HASB's Board of Commissioners determines otherwise within ten business days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern HASB action or failure to act in accordance with or involving the complainant's lease or HASB regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulation, or requirements of the annual contributions contract between HUD and HASB.
- C. A decision by the hearing officer or Board of Commissioners in favor of HASB or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

## **APPENDIX IV**

### **HOUSING AUTHORITY OF SOUTH BEND RESIDENTIAL LEASE AGREEMENT**

### **HOUSING AUTHORITY CITY OF SOUTH BEND RESIDENTIAL LEASE AGREEMENT**

#### **THIS LEASE IS IN TWO PARTS:**

**Part I establishes the Terms and Conditions of the Lease.** These apply to all residents;

**Part II is an official lease contract.** This is executed by the resident and the Authority, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- 1 Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- 2 Unit address, occupancy date, and unit number;
- 3 Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- 4 Utilities and appliances provided by the Authority with the unit;
- 5 All pamphlets or informational materials provided to Tenant;
- 6 Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- 7 Emergency telephone numbers for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours.

**PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS**  
**Housing Authority City of South Bend**

THIS LEASE AGREEMENT (called the “Lease”) is between the Housing Authority of the City of South Bend (called the “Authority”), and Tenant named in Part II of this lease (called “Tenant”). [24 C.F.R. § 966.4(a)]

**I. Description of the Parties and Premises: [966.4(a)]**

- a) The Authority, using verified data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called “premises” or “dwelling unit”) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4(a)]
- b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. Tenant shall conduct no business on the premises without the prior written approval of the Authority. The Authority may, by prior written approval, consent to Tenant’s use of the unit for legal profit-making activities incidental to the residential use subject to the Authority’s policy on such activities. [966.4 (d) (1 & 2)]
- c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions, or court awarded custody**, require the advance written approval of the Authority prior to any other person not listed on the lease occupying the unit. Such approval will be granted only if the new family members pass the Authority’s screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall be reviewed by the Authority staff. [966.4(a)(2) & (d)(3)(i)]45

Tenant agrees to wait for the Authority’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XVI. [966.4 (f)(3)]

- d) Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the Authority in writing immediately. [966.4(c)(1) & (2) & (f)(3)]

**II. Lease and Amount of Rent**

- a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. However, the Authority cannot renew this Lease if any member of the household has violated the requirements for resident performance of community service or participation in an economic self-sufficiency program. [966.4(a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein. [966.4(c)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority’s Admissions and Occupancy Policy. [966.4(c)]

b) Rent may include utilities as described in Section VII below. [966.4(b)(1), (e)(1) & (3)]. At move-in, a full month's rent is due when the lease is signed. If date is anything other than the first day of the month, the rent will be pro-rated and that amount will be charged at the beginning of the second month of occupancy. On that second month, and thereafter, **rent is DUE and PAYABLE on the first day of the month and shall be considered delinquent after the fifth (5th) calendar day of the month.**

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority, and if the Tenant does not agree with the redetermination, the Tenant shall have the right to request a hearing under the Authority's grievance procedure. [966.4(c)(4)]

### **III. Other Charges**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]

- (a) Maintenance costs-The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4(b)(2)]
- (b) Excess Utility Charges-At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4(b)(2)]
- (c) Late Charges- A charge of \$40.00 per month late for rent or other charges paid after the six (6) calendar day of the month shall be assessed to Tenant's account. [966.4(b)(3)]
- (d) Non-Sufficient Funds and Stop Payment Charges--Tenants will be charged for NFS and stop payment fees in accordance with the Authority's rent collection policy.
- (e) Yard Charges--A charge of Ten (\$10.00) will be assessed to any Tenant who dumps trash and paper items improperly (such as on the ground or left outside of the dumpster), and a charge of Twenty-Five (\$25.00) will be assessed to any Tenant who dumps garbage (food scraps, grease, etc.) improperly.
- (f) The Authority shall provide written notice of the amount of any charge in addition to rent. Charges in addition to rent are due no sooner than two (2) weeks after Tenant receives written notification and no later than thirty (30) days after Tenant receives the Authority's written notice of that charge.

### **IV. Payment Location**

Rent and other charges must be paid in the form of a personal check, cashier's check or a money order mailed directly to the Authority's designated location, as indicated in Part II of this Lease Agreement, unless otherwise specified by Authority staff. The Authority will not accept cash.

### **V. Security Deposit/Pet Deposit** (collectively and interchangeably referred to as "Deposit").

(a) Tenant agrees to pay a Security Deposit in a dollar amount as noted on Part II of this Residential Lease. The full amount of the Security Deposit shall be due and payable upon signing of the Lease unless the Authority, in its sole and complete discretion, agrees to allow the Tenant to pay the Security Deposit in payments over a period of time not to exceed ninety (90) days from the date of the signing of the Lease. Tenant also agrees, if applicable, to pay a Pet Deposit as noted on any Pet Rules and Regulations Agreement entered into by the Tenant and the Authority. The Security Deposit and the Pet Deposit are hereafter referred to collectively and interchangeably as the "Deposit."

(b) The Authority will use the Deposit at the termination of this Lease:

- (1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
- (2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
- (3) To reimburse the cost of cleaning or repainting when tenant fails to leave the premises as required by Section IX (bb) of this Lease.

The Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority.

The return of the Deposit shall occur within forty-five (45) days after Tenant moves out. The Authority agrees to return the Deposit to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Deposit.

## **VI. Utilities and Appliances [965.502]**

(a) Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. [966.4(b)(2)]

(b) Tenant-paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payments, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month.

(c) The Authority may change the allowance at any time during the term of the lease, and shall give the Tenant 60 day's written notice of the revised allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.502(c)]

Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4(f)(8)]

Tenant also agrees to abide by any local ordinance or House rules. Space heaters are not permitted in any dwelling.

## VII. Terms and Conditions

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

(a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease.

This provision permits accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4(3)(1)] The Authority reserves the right to deny access of any person to the Authority property, and may treat such persons as a trespasser, under applicable Indiana law, whether or not that person is a guest of a Tenant.

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant or designated member(s) of Tenant's family, to find more suitable housing. If there are no family members who can or will take responsibility for moving Tenant the Authority will work with appropriate agencies to secure suitable housing and will terminate the lease in accordance with Section XIV of this lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family is to be re-examined at least once a year. At the annual recertification, Tenant shall certify to compliance with the eight (8) hour community service requirement, if applicable. [960.209]
- (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4(c)(2)]

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4(c)(2)]

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period:

- (a) A person with income joins the household.

- (b) Changes affecting either of the Tenants. Loss of Tenant through death, divorce or other continuing circumstances or additions of a family member who, in accordance with policies of the Landlord should become Tenant.
- (c) Changes affecting the principal income recipient such as (1) loss or addition of principal income recipient through marriage, divorce, death, or other continuing circumstances; (2) receipt or discontinuance of public assistance; (3) unusual unemployment for reasons not normally associated with the job in excess of thirty (30) days and re-employment; (4) unpredictable hardships due to causes, other than the fault of the Tenant, resulting in loss of income amounting to 10% or more of the projected income or causing the contract rent to exceed 10% of the actual income.
- (d) Tenant can verify a change in his/her circumstances (such a decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a Tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

- (e) If it is found at the time of the re-examination or at any other time, that the Tenant has failed to report changes in family circumstances as listed above as they occur, and such changes would have required him/her to pay a higher rent, the increased rent is to be made retroactive to the first rent payment period after the date on which the change of income incurred. All such rent payments, either current, or retroactive, are to be paid immediately upon notification to Tenant.
- (f) If it is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. All such rent payments, either current, or retroactive, are to be paid immediately upon notification to Tenant.
- (g) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Housing Manager immediately. Failure to report immediately may result in a retroactive rent charge. [966.4(c)(2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the tenant AND it does not disqualify the family for the size unit it is currently occupying.

- (d) Rent Adjustment: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
  - (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
  - (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2<sup>nd</sup> month following the month in which the change was reported.
  - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfer [966.4(c)(3)]

- (1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall transfer Tenant to a special feature unit when available.
- (4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit. [8.27(b)]
- (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given thirty (30) days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease. [966.4(c)(4)]
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4(c)(4)]
- (7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

(f) Tenants are permitted to keep common household pets in their dwelling units, subject to applicable HUD regulations and the Authority's Pet Rules and Regulations Agreement applicable to the particular dwelling unit, which regulations and Agreement are incorporated into and made part of this Lease.

### **VIII. Authority Obligations [966.4(e)]**

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4(e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4(e)(3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4(e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority; [966.4(e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste. [966.4(e)(6)]. The Authority is not responsible for loss of property due to malfunction of equipment.

- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4(e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
  - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
  - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed. [966.4(e)(8)]
  - (i) In circumstances where the Tenant is involved in domestic violence, dating violence, and stalking the Housing Authority shall consider a lease bifurcation. [966.49e)(9)]
    - (1) The Housing Authority may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the public housing unit.

## **IX. Tenant's Obligations**

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]
- (b) (1) Not to give accommodations to boarders or lodgers. [966.4(f)(2)]
  - (2) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of the Authority.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4(f)(3) & (d)(1&2)]
 

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, does not increase the size of the family to require a transfer to another unit, and conforms with the Authority's obligation to make reasonable accommodation to handicapped persons, and so long as the Authority has granted prior written approval for the foster children or live-in aide to reside in the unit. [966.4(d)(3)(i)]
- (d) To abide by necessary and reasonable regulations, promulgated by the Authority for the benefit and well being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulation constitutes a violation of the Lease. [966.4(f)(4)]
- (e) To comply with the requirements of applicable state, local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers

approved or provided by the Authority. [966.4(f)(7)]

- (1) To refrain from, and cause members of Tenants household or guest to refrain from, littering or leaving trash and debris in common areas.
- (2) To immediately report to the Authority's office and to the Board of Health any cases of infectious or **CONTAGIOUS DISEASE** occurring in the premises, and also any **RAT or INSECT INFESTATION**.

(h) To use only in reasonable manner all electrical, sanitary, hearing, ventilating, air-conditioning, other facilities and appurtenances include elevators. [966.4(f)(8)]

(i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4(f)(9)]

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [966.4(f)(10)]

(k) To act, and cause household members or guests to act in a manner that will:

- (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
- (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition. [966.4(f)(11)]

(l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;
- (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture sale, distribution, use of possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4(f)(12)]

No person subject to registration on the Sex & Violent Offender registry shall be allowed on Authority property at any time as a household member or guest.

(m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the Authority. Not to install or apply wallpapers. Waterbeds are prohibited.

(n) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one (1) calendar week.

(o) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.

(o) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Indiana anywhere in the unit or elsewhere on the property of the Authority.

- (p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (q) To encourage his/her children to play in designated areas or within close confines of the premises and to not allow at any time minor children to remain alone at any time while on development property without proper supervision.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs; and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas of any kind, including satellite dishes, on or from any part of the dwelling unit, except that such devices may be installed in accordance with regulations set forth by the Authority with the prior, written approval of the Authority.
- (t) Swimming pools, swing sets & sheds shall not be erected except in accordance with regulations set forth by the Authority, and with the prior, written approval of the Authority.
- (u) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (w) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's Pet Rules and Regulations Agreement, unless a verified disability warrants the possession of a service animal or companion animal.
- (w) The Tenant and members of his/her household and visitors and guest shall use the designated parking areas. Only one (1) car per family is generally permitted, however, where sufficient parking space is available, two cars per family will be permitted to park in resident designated parking bays. At no time is dead parking of unlicensed or other than currently licensed vehicles allowed. At no time is parking on any lawn area within the development permissible.
- (x) To remove from Authority property any vehicles without valid registration and parking stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.
- (y) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than ten (10) days shall be considered abandoned. The Authority will obtain a court order to remove the property consistent with IC 32-3-3 and IC 32-3-4. Costs for removal, storage, and disposal of the abandoned property shall be assessed against the former Tenant.
- (z) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household member and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(aa)

- (1) Not to commit any fraud in connection with any Federal assistance program; and
- (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

(bb) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

(cc) To take any and all necessary classes and instruction required or requested of Tenant by the Authority.

(dd) Upon terminating occupancy, to leave the premises in as good and clean condition as when first leased, and to leave walls in an as new condition, free from dirt, marks, and scuffs.

(ee) For each adult in the Tenant household to perform at least eight (8) hours per month of qualifying community service (as specified by the Authority) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

## **X. Defects Hazardous to Life Health or Safety**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants: [966.4(h)]

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4(h)(2)]
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. [966.4(h)(3)]  
Tenant shall accept any replacement unit offered by the Authority.
- (c) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests. [966.4(h)(4)]
- (d) If the Authority determines that the dwelling unit is untenantable because of imminent danger to the life, health and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believe he/she is justified in abating rent. [966.4(h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

## **XI. Inspections**

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. [966.4(i)] The Authority, at no charge to Tenant, will correct any deficiencies noted on the inspection report.
- (b) Other Inspections-The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for

repairs or removal of non-approved alterations to the unit.

(c) Move-out Inspection-The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority. [966.4(i)]

## **XII. Entry of Premises During Tenancy**

(a) Tenant Responsibilities:

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (7:00 a.m. to 6:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the units, or showing the unit for releasing. [966.4(O)(1)]
- (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (3) In the event Tenant has a pet, the Authority shall also be entitled to enter Tenant's dwelling under all circumstances and times as set forth in the Authority's applicable Pet Rules and Regulations Agreement.

(b) Authority's Responsibilities:

- (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. [966.4(O)(1)]
- (2) The Authority may enter Tenants dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (O)(2)]
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4(O)(3)]

## **XIII. Notice Procedures**

- (a) Tenant Responsibility-Any notice to Authority must be in writing, delivered to the Project Office or to Authority's central office, or sent by prepaid first-class mail, property addressed. [966.4(k)(l)(ii)]
- (b) Authority Responsibility-Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant. [966.4(k)(l)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4(k)(2)]

## **XIV. Termination of the Lease**

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. [966.4(1)(2)] Serious violation of terms **shall include but not be limited to:**

- (1) The failure to pay rent or other payments when due; [966.4(1)(2)]
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due. [966.4(1)(2)]
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4(1)(2)]
- (4) Misrepresentation of family income, assets, or composition; [966.4]
- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim redeterminations. [966.4(c)(2)]
- (6) Unreasonable or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4(1)(2)]
- (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents, or any drug-related criminal activity, on or off the premises. [966.4(1)(2)]
- (8) Alcohol use or abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (9) Weapons or illegal drugs in an Authority unit or on or near the premises; [966.4(1)(2)]
- (10) Any fire on Authority premises caused by the Tenant, household members or guests' actions or neglect; [966.4(1)(2)]
- (11) Failure to accept the Authority's offer of a Lease revision in accordance with Section VI(e) of this Lease.
- (12) Flagrant or repeated violations of the Authority's Pet Rules and Regulations Agreement, as applicable.
- (13) Failure of a family member to comply with community service requirement provisions of Section VII(c)(1) and Section IX(ff) of this Lease, however, such non-compliance shall be grounds only for non-renewal of this Lease and termination of the tenancy at the end of the one-year lease term.
- (14) Discovery by the Authority of facts, after Tenant's admission, that would have made Tenant ineligible for admission.

(b) The Authority may evict the Tenant from the unit only by bringing a court action. [966.4(1)(4)]

(c) The Authority shall give written notice of the proposed termination of the Lease of:

- (1) 30 days in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
- (3) 30 days in any other case. [966.4(1)(3)(i)(A),(B) & (C)]
- (4) Any notice to vacate (or quit) which is required by State or local law may be combined with or run concurrently with the notice of lease termination under this section.

(d) The Notice of Termination (Notice to Vacate):

- (1) Shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction. [966.4(i)(3)(ii)]
- (2) Must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- (3) Shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as deferred in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4]
- (e) Tenant may terminate this Lease at any time by giving thirty (30) days written notice to the Authority, as described in Section XIII above, of Tenant's intent to so terminate.
- (f) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(1)(5)]
- (g) When the Authority evicts a tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4(1)(5)(ii)]
- (h) Tenant shall be required to pay the costs of court and attorney's fees if the Authority substantially prevails as a result of any legal action taken by the Authority to terminate the Tenant's lease.

## **XV. Waiver**

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

## **XVI. Housekeeping Standards**

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **Authority Responsibility.** The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below, and to take any and all necessary classes and instruction required or requested of the Tenant by the Authority for the proper maintenance and care of the premises. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety** is a violation of the lease terms and can result in eviction.
- (c) Housekeeping Standards: Inside the Apartment

General -

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen -

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container unit until removed to the disposal area.

Bathroom -

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage areas -

- (1) Linen closet: should be neat and clean.

- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) **Housekeeping Standards: Outside the Apartment**  
The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti and symbols.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. Only lawn furniture allowed, BBQ grills must be used and stored at rear of unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

## **XVII. Miscellaneous Provisions**

- (a) All disputes related to the obligations of the Tenant or the Authority shall, except as provided by 24 CFR 966.51(a)(2), be resolved through the Authority Grievance Procedure.
- (b) Any modification of the terms of this Lease shall require a written rider to the Lease, signed by both parties. This requirement does not apply to modification of the Lease because of a redetermination of rent and family composition under 24 CFR 944.4(c) and section VII(c) through (g) of Part I of this Lease or pursuant to 24 CFR 966.5; to a modification of schedules for services, repairs, and utilities; nor to rules and regulations which are required to be incorporated in this Lease by reference by 24 CFR 966.4. Further, if any term of this lease conflicts with any subsequent change in HUD rules or regulations, court rulings, or any other changes in applicable law, said term shall be deemed to be automatically amended to bring it into compliance with said change in law, and the aforementioned requirement of a written rider does not apply.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

## **APPENDIX V**

### **RESIDENT TRANSFER POLICY**

It is the policy of HASB to provide decent, safe, and secure dwelling units for residents and their families in all HASB communities.

To the extent feasible, HASB has adopted policies that will accommodate transfers initiated at the request of HASB or the resident under the following conditions:

- ❖ The resident agrees that if the H A S B determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs and/or in compliance with applicable occupancy standards, HASB shall send resident written notice. Resident further agrees to accept a new Lease for a different dwelling unit of the appropriate size and design.
- ❖ HASB may move a resident into another unit if it is determined necessary to rehabilitate a resident's unit.
- ❖ If a resident makes a written request for special unit features in support of a documented disability or handicap, HASB shall have the choice to modify resident's existing unit or transfer resident to another unit with the features requested. If the decision is to relocate the resident, the Housing HASB will make every effort to provide a suitable unit within the same community if the resident desires. The Admissions and Occupancy Policy allows transferring residents to receive a priority for units within their existing community for placement.
- ❖ A resident without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a resident with disabilities need the unit.
- ❖ A resident may request to transfer to a different unit at any time. The resident will be added to the HASB transfer list and the request will be filled if and when a unit that accommodates the family size is available. New admissions to the program take precedence over resident transfer requests that are not associated with relocation due to special needs or disability.
- ❖ In the case of involuntary transfers, resident shall be required to move into the dwelling unit made available by HASB the resident shall be given fifteen (15) days in which to move following delivery of a transfer notice. If the resident refuses to move, HASB may terminate the Lease.
- ❖ Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- ❖ HASB will consider any resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy.

The preceding policies establish the guidelines by which HASB may require a resident to transfer and outline the notice requirements for a resident's failure to accept an appropriate size unit.

In addition to the notice requirements, the policy also states that the provisions of HASB's Grievance Procedure are applicable to this policy and all notices to the resident must specify the right to a hearing should they feel that the action or inaction by HASB is in conflict with rules, regulations, procedures, etc.

Most of the transfers made by the H A S B will be prescribed by the Admissions and Occupancy Policy which outlines the maximum and minimum occupancy requirements for various size units and any additional criteria that would be considered such as the age and sex of minor children in the family.

- 1) Dwellings will be assigned so that except in the case of infants or very young children, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom.
- 2) Children who have reached the age of three (3) years will be given a separate bedroom from that single parent when a vacancy occurs, and a transfer is feasible.

The Executive Director/Chief Executive Officer may exercise discretion to offer an emergency transfer when the resident is in a situation involving a threat of actual violence if the resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit. A resident requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

## **APPENDIX VI**

### **PET POLICY**

Except for service animals or approved support animals for persons with disabilities, no pets are allowed (even temporarily) anywhere in or about the Premises without prior written authorization from HASB. Care and feeding of stray or unauthorized animals or pets is prohibited. If an animal has been in the Premises at any time during the Lessee's Term, Lessee shall be charged for all costs pertaining to damage to the Premises, de-fleing, deodorizing, and/or carpet shampooing to protect future residents from possible health hazards. If Lessee or any Occupant is found to be in possession of any prohibited animal(s), Lessee may be charged a fee of no less than \$200 per incident, in addition to the foregoing charges for damages and cleaning, and HASB may treat such violation as a breach of this Lease. Lessee and Occupants will also be required to remove the animal(s) from the Premises.

## **APPENDIX VII**

### **ASSISTANCE AND SERVICE ANIMAL POLICY**

#### **A. OVERVIEW**

This policy establishes standards for the care of assistance animals and situations under which HASB may deny, or revoke permission related to assistance animals. The rules adopted are related to the legitimate business interests and operating needs of HASB to provide a decent, safe, and sanitary living environment for all Residents, to protect and preserve the physical condition of the property as well as financial interests of HASB.

HASB will make reasonable accommodations for qualified persons with disabilities who need an assistance animal that will provide the person with a disability meaningful access to the program or remove a barrier to equal opportunity to enjoy the housing provided.

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets and are excluded from certain Pet Policy in accordance with 24 CFR Part 5, Subpart C 5.303: Exclusion for Animals that Assist, Support, or Provide Service to Persons with Disabilities.

Qualified residents with disabilities who have an assistance animal are required to comply with all other parts of HASB Pet Policy, including but not limited to, documentation that their animals are healthy and have received all legally required inoculations. In addition, persons with disabilities must be able to care for their animals, keep them and their units in a safe and healthy condition, and be responsible for any damage, beyond reasonable wear and tear caused by their assistance animal.

Owners of assistance animals must meet these requirements on their own or as part of a reasonable accommodation, with assistance from some source other than HASB.

A reasonable accommodation request for an exemption to any part of HASB Pet Policy may be made at any time. Such request will be evaluated and may require supporting documentation from a knowledgeable professional. Approved assistance animals are still subject to all applicable provisions of HASB's Pet Policy.

The resident and applicants shall furnish HASB with information upon applicant qualification to the status of the animal, the need for the animal, and other information outlined in this policy.

#### **B. ASSISTANCE ANIMAL DEFINITION**

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as "service animals," "assistive animals," "emotional support animals," or "therapy animals" – perform many disability-related functions, including but not limited to the following:

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

### **Verification of Need for an Assistance Animal**

HASB will not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves, and, in some cases, no special training is required. However, the animal must perform the assistance or provide the benefit needed by the person with the disability.

HASB will permit a person with a disability to use and live with an assistance animal in accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act unless:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable objective evidence that the animal would or has caused substantial physical damage to the property of others;
- The presence of the assistance animal would pose an undue financial and administrative burden to HASB; or
- The presence of the assistance animal would fundamentally alter the nature of HASB services.

Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

HASB will verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability. The person must maintain and care for the assistance animal on his or her own or with the help of family, friends, volunteers, or service providers. As with all other disability-related inquiries, HASB will not ask about the nature or severity of the resident's disability. However, HASB will ask for third party verification from a knowledgeable professional.

The U.S. Department of Justice's ADA regulations define "service animal" narrowly as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Regulations specify, "the provision of emotional support, well-being, comfort, or companionship

do not constitute work or tasks for the purpose of this definition.” Thus, trained dogs are the only species of animal that may qualify as service animals the ADA and emotional support animals are expressly precluded from qualifying as service animals under ADA. An individual’s use of a service animal must be handled as a request for reasonable accommodation. Rather, an animal need only meet the definition of “service animal” to be allowed into a covered facility.

To determine if an animal is a service animal, HASB shall not ask about the nature or extent of a person’s disability but may make two inquiries to determine whether an animal qualifies as a service animal. HASB may ask: (1) Is this a service animal that is required because of a disability? and (2) What work, or tasks has the animal been trained to perform? HASB shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.

HASB may not make the two permissible inquiries set out above when it is readily apparent that the animal is trained to do work or perform tasks for an individual with a disability. The animal may not be denied access to the facility unless:

1. The animal is out of control and its handler does not take effective action to control it;
2. The animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination); or
3. The animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, and procedures. A determination that a service animal poses a direct threat must be based on an individualized assessment of the specific service animal’s actual conduct – not on fears, stereotypes, or generalizations.

## **C. REGISTRATION**

Residents must register their assistance animals with HASB and receive written approval before the assistance animal is brought onto the premises. A resident may request a reasonable accommodation either before or after acquiring the assistance animal. At the time of registration, the resident must submit the following completed documents to HASB:

1. Evidence that the assistance animal has received current rabies and distemper inoculations or booster, as applicable.
2. For cats and dogs, the resident must provide proof that the animal is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed.
3. A current license issued by the appropriate HASB, if applicable by local or state order or law.
4. Third party verification that the resident has a need for and the physical/mental ability to properly care for the requested assistance animal.
5. Persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

## **Regulations /Rules**

All residents keeping registered assistance animals on the premises shall comply with the following rules. Failure to comply will constitute a lease violation and any remedy under HASB Resident Lease, ACOP, Administrative Plan or law may apply:

1. Dogs and cats must be licensed/registered yearly with the local government, if required, and residents must show proof of annual rabies and distemper booster inoculations on request and/or during each lease recertification.
2. For cats and dogs, the resident must provide proof that the animal is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed.
3. No animal shall be permitted to be loose in yards or any common areas of HASB properties or kept in storage buildings. No animal shall be tied outside or left unattended. Animals that are not properly restrained may be controlled and taken to the proper authorities. Prompt notice will be given to the resident or left at the resident's address if the resident is not home.
4. When taken outside the unit, animals must be kept on a leash and controlled by an adult. For animals for which a leash is not used, appropriate animal transport containers are required.
5. Residents must restrain assistance animals, as required, when HASB maintenance workers enter their apartment to perform work orders, during inspections, and when any contractor of HASB requires entry into their apartment. The resident shall either be at home or shall have all animals restrained or caged. If a maintenance person or contractor of HASB enters an apartment where an animal is not leashed or otherwise controlled, maintenance shall not be performed, and resident shall be advised of the reason maintenance could not be performed. If this same situation occurs, more than three times a year, the assistance animal at HASB's discretion may need to be removed from the unit so maintenance work can be completed. Assistance animals that are not properly restrained may be controlled by HASB staff or its agent and taken to the proper authorities. Prompt notice will be given to the resident or left at the resident's address if the resident is not home. HASB shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the Housing HASB. No work will be done in a unit where an assistance animal is housed unless the resident is at home to control the assistance animal.
6. Birds must not be allowed to fly around the apartment, they must remain caged except when owners are cleaning or changing cages.
7. Aquariums must be placed in a safe location in the unit and maintained in a safe and non-hazardous manner.
8. Residents shall not permit their animal to disturb, interfere or diminish the peaceful enjoyment of other residents. The term "disturb, interfere and diminish" shall include, but not be limited to barking, howling, chirping, biting, scratching and other like activities.
9. Residents are solely responsible for cleaning animal droppings, if any, outside the unit and on HASB property. Droppings/waste must be disposed of by being placed in a plastic sack and then placed in an appropriate trash container outside the building/apartment.
10. Residents must provide waterproof and leak proof litter boxes for cat, bird, or other animal waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. Residents must not permit refuse from litter boxes to accumulate or to become unsightly or unsanitary. Litter should be changed daily. Litter may not be deposited in sinks, tubs, or toilets.

11. Residents shall take adequate precautions and measures necessary to eliminate assistance animal odors within or around the unit and shall maintain the unit in a sanitary condition at all times. Such measures shall include, but not be limited to, regular and frequent disposal of animal waste in a plastic sack and placement in a container outside the building/apartment and washing of floors and surfaces where animal waste occurs.
12. If assistance animals are left unattended for a period of 24 hours or more, HASB staff may enter the dwelling unit, remove the animal, and transfer it to the proper authorities, subject to the provisions of State Law and pertinent local ordinances. HASB accepts no responsibility for the animal under such circumstances.
13. Residents shall not alter their unit or yard in any manner in order to create an enclosure for any assistance animal.
14. Residents are responsible for all damages caused by or by reason of their assistance animals, including the cost of cleaning and replacing finishes, flooring, and/or fumigation of the unit or units.
15. If an animal should become destructive, create a nuisance; represent a threat to the safety and security of other residents, HASB staff or contractor's personnel, or create a problem in the area of cleanliness and sanitation, HASB will notify the resident, in writing, that the animal must be removed. The written notice will contain the date by which the animal must be removed, and this date must be complied with by the head of household. This date will be immediate if the animal may be a danger or threat to the safety and security of other residents. The resident may request a hearing, which will be conducted in accordance with HASB's established grievance procedure. Provided, however, the animal must be immediately removed from the unit upon notice during the hearing process if the removal is related to safety and security.
16. Residents are responsible for any damage caused by their assistance animals. It is highly recommended that assistance animal owners purchase liability insurance that would protect the owner in the event that their assistance animal bites, scratches or in any way harms anyone.
17. Should any assistance animal housed by a resident give birth to a litter, the resident shall remove newborn animals from the premises.
18. Residents must register their assistance animals with property management and receive approval before the assistance animal is brought onto the premises. As part of the registration process, residents must identify an alternate custodian for assistance animals in the event of resident illness or other absence from the dwelling unit.
19. Maintaining an assistance animal in a facility owned and/or operated by HASB shall be subject to the rules herein. Permission to have an assistance animal may be revoked at any time subject to HASB's Grievance Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to safety and security of other residents, or create a problem in cleanliness and sanitation.
20. No assistance animal shall be allowed in an apartment prior to the full compliance with the term of this Assistance Animal Policy. Such violation shall be considered a violation of the Lease. Failure to provide timely proof of current license and/or vaccination(s) shall require the immediate removal of the assistance animal until the requisite proof is provided to HASB. A resident may request a reasonable accommodation either before or after acquiring the assistance animal. An accommodation also may be requested after HASB seeks to terminate the resident's lease or tenancy because of the animal's presence, although such

timing may create an inference against good faith on the part of the person seeking a reasonable accommodation. Under the Fair Housing Act, a person with a disability may make a reasonable accommodation request at any time, and HASB must consider the reasonable accommodation request even if the resident made the request after bringing the animal into the housing.

21. In the event of the death of an assistance animal, the resident must properly dispose of the remains in accordance with the local public health regulations, and under no circumstances on HASB's property.
22. Residents must ensure that the assistance animal does not cause an infestation of insects such as fleas and ticks. Where this occurs, residents are responsible for contracting the services of a professional pest control company to eradicate the infestation.
23. Residents must ensure that the assistance animal is properly cared for and fed. Animal cruelty by a resident or guest of the household will be a lease violation and any remedy allowed by HASB Resident Lease, ACOP, Administrative Plan or law applied.
24. If the resident for whom the assistance animal leaves the household permanently or for an extended period, the assistance animal shall be removed from the home.

#### **D. PET DEPOSITS**

A deposit will not be charged for assistance animals; however, HASB will charge the resident for damages "beyond normal wear and tear" caused by the assistance animal or for any other damages to the Housing HASB's property caused by or by reason of the assistance animal, including spraying for ticks, fleas, or other insects.

#### **E. GRIEVANCE RIGHTS**

Any action or decision under this policy shall be subject to HASB's policy regarding grievance rights.

## **APPENDIX VIII**

### **REASONABLE ACCOMODATION POLICY**

#### **Goal**

HASB's goal is to provide stable, quality affordable housing to low-income persons regardless of disability.

#### **Summary of Reasonable Accommodation**

It is the policy of HASB to provide a reasonable accommodation(s) in housing for participants with disabilities where a reasonable accommodation is needed to provide an equal opportunity to use and enjoy HASB's programs and/or premises.

#### **What is a person with a disability?**

A person with a disability is an individual with a physical or mental impairment that substantially limits one or more major life functions. You can also be considered disabled if you have a record of a physical or mental impairment or people regard you as having such impairment.

A physical impairment is a disorder or condition that affects one or more body systems. A physical impairment can be caused by illness, disease, a birth defect, injury, age or anything else which disrupts a person's physical ability to function. Some examples of physical disabilities are blindness, hearing loss, or inability to walk.

A mental impairment is a mental, psychiatric or psychological disorder. Some examples are mental illness, mental retardation or specific learning disabilities.

Under regulations, you may be considered a person with disability if your physical or mental condition causes substantial difficulty in performing a major life function. Major life functions include the ability to walk, see, hear, breathe, think, read or care for yourself.

Under some circumstances alcoholism or a history of drug use may be considered a disability. Current users of illegal drugs are not considered disabled.

#### **What is a "reasonable accommodation?"**

A reasonable accommodation may be, but is not limited to a request for:

- a physical change made to the inside or outside of a unit or area or,
- a change of unit size for medical/health reasons and/or apparatus or,

- the request for a live-in aide and subsequent change of unit size;

which will allow a person with a disability to have an equal opportunity to take advantage of HASB's housing program(s). Any accommodation considered by HASB cannot result in an undue financial or administrative burden or create a fundamental change in a program. For example, in the public housing program it might also be reasonable to allow a person with a mental disability to have rent payments made by a third party but; it would not be reasonable to prevent children from using the playground because the noise bothers someone or to provide a paraplegic resident with a housekeeper at HASB expense.

### **How do I apply for a “reasonable accommodation?”**

If you need an accommodation, you should make your request to the Manager or Director of the Housing Program, of which you are an applicant or participant; examples of accommodations could include needing a language interpreter or the reading of program materials.

For any accommodation, you must complete a reasonable accommodation form.

1. You may be asked to provide confirmation about your disability from a health professional or qualified service provider. The health professional or qualified service provider may also be asked to certify and explain how the accommodation you have requested is related to your disability. It is important that you meet any deadlines for requests for information. Failure to respond in a timely manner may result in your request being delayed or denied. If you need more time to respond, contact your housing specialist.
2. During the process of evaluating your request, you or the Manager/Director may schedule a meeting to discuss the accommodation. The meeting will be held at a location that is accessible to you; a representative or advocate may accompany you for the meeting. You may also request an interpreter, and one will be provided by HASB. If you are unable to come to an office, the meeting may be held by telephone.

## **How will your request be handled?**

All program participants must meet the basic qualifications.

1. The Manager/Director will review your request for a reasonable accommodation. If additional information is needed, you will receive a written request for that information. You should be careful to follow the deadlines in the letter. If you have problems or questions, you should call the associated housing program office immediately.
2. The decision regarding your request will be made within 10 business days from the date all of the required documents/information are received. If HASB does not receive the required documents/information requested within 30 days of its request, a decision will be determined based upon the information provided. Whether your request is approved or denied, you will be notified in writing.

All decisions with approvals for a requested change of unit size will increase the bedroom size of the unit effective the first of the month immediately following the date all required documents/information are received.

If the addition of a live-in aide is requested and approved, the bedroom size will increase the first of the month immediately following the date all required documents/information are received. You will have 60 days from the date of the approval letter to add an eligible live-in aide. The live-in aide eligibility will be determined once an application for the live-in aide is completed and submitted along with a government issued photo ID, Social Security card and birth certificate. If a live-in aide is not successfully added to the household within 60 days, the bedroom size will be decreased effective the first of the month immediately following the 60-day period.

3. If your request is denied, you have the right to grieve that decision in accordance with the grievance procedures set forth in HASB's Admissions and Continued Occupancy Plan.

## **Some things to keep in mind**

- The Housing HASB considers each request for reasonable accommodation as a separate request. The decision will be made on a case-by-case basis with the understanding that each person's needs and circumstances are unique.
- The Housing HASB may suggest an alternate accommodation from the one you requested. The decision depends on whether an accommodation will be effective in

reducing the barriers to equal housing opportunity and whether it involves a fundamental change to the housing programs or creates an undue financial or administrative burden.

- HASB may from time-to-time re-evaluate your accommodation to determine if the need still exists.

## **APPENDIX IX**

### **NON-DISCRIMINATION AND ACCESSIBILITY POLICY**

It is the policy of the HASB to provide equal housing opportunities for all qualified residents and applicants. In the selection of families to HASB programs, services, or activities, it is unlawful to discriminate on the grounds of race, color, gender, gender identity, religion, national origin, citizenship status, familial status, marital status, partnership status, military status, lawful occupation, sexual orientation, disability, lawful source of income, or on the grounds that a person is a victim of domestic violence, dating violence, sexual assault or stalking. Under this policy, no qualified resident, participant, or applicant will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under HASB's programs. This policy also prohibits retaliation.

All HASB properties must comply with this policy in accordance with the Fair Housing Act of 1968 (as amended by the Fair Housing Act of 1988), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA) of 1990 (including the ADA Amendments Act of 2008), as well as Indiana State laws governing Fair Housing and Equal Opportunity, as each may be amended. All terms, conditions and privileges must be offered equally to all prospective residents, applicants, current housing voucher recipients and current residents of all HASB programs.

#### **Nondiscrimination and Accessibility Policy**

It is the policy of HASB to be within full compliance with applicable Civil Rights laws and contains the following provisions:

- a. *Nondiscrimination Notice*** – HASB does not discriminate on the basis of disability in admission or access to, or treatment or employment in, its programs and activities under Section 504, the ADA, the Fair Housing Act, and other applicable civil rights laws. See 24 C.F.R. §§ 5.105(a), 8.4, 8.54.
- b. *Accessibility Standards*** – HASB will ensure Compliance with the Accessibility Standards, including but not limited to Current and New Developments, and ensure program accessibility that applies independently of any Reasonable Accommodations or other requirements under HASB's Fair Housing Policies.
- c. *Occupancy of Accessible Units*** – It is the Policy of HASB that Accessible Units will be occupied according to the following priorities: (1) current Residents with disabilities within the same program (i.e. public housing, LIHTC, etc.) who require the accessibility

features, (2) Residents with disabilities in another HASB program who require the accessibility features, and (3) eligible qualified applicants with disabilities on HASB's waiting list who require the accessibility features. If there is no eligible current Resident or applicant in need of the Accessible Unit, HASB will conduct targeted outreach and marketing to attempt to identify an individual in need of the Accessible Unit. If none of those steps are successful, the unit may be offered to an applicant or Resident who does not require the accessibility features provided that such applicant or Resident signs a Lease Addendum. See 24 C.F.R. § 8.27.

**d.** Lease Addendum – It is the Policy of HASB that Residents without a disability, who occupy an Accessible Unit or a Unit with Accessibility Features must sign a Lease Addendum stating that they will relocate to a vacant, non-accessible unit of comparable size at the same Development and at HASB’s expense, within thirty (30) days of notice by HASB or the minimum amount of notice required by state law, if there is an eligible applicant or Resident with a disability who requires the accessibility features of the unit.

HASB will provide Federal, State, and local information to applicants, residents and other interested parties regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. In addition, all required written information and posted advertisements for Equal Housing Opportunity will be displayed in the lobby of HASB's Management Office. HASB does not discriminate on the basis of disability in admission or access to, or treatment or employment in, its programs and activities under Section 504, the ADA, the Fair Housing Act, and other applicable civil rights laws.

In addition, HASB, upon request, will make reasonable efforts to provide appropriate aids and services leading to effective communication for qualified residents and applicants with disabilities so that they can participate equally in HASB programs, services, or activities, including qualified sign language interpreters, documents in Braille, or other ways of providing information and communications accessible to individuals who have speech, hearing, or vision impairments.

HASB will make reasonable modifications to its policies and programs to afford qualified residents, participants, and applicants with disabilities and equal opportunity to participate in its programs, services, or activities.

HASB will evaluate requests for reasonable accommodations to determine if and how requests can be accommodated. HASB and its agents may deny an accommodation request if it constitutes a fundamental alteration in the nature of the program or is determined to be an undue financial and administrative burden to HASB. Should you need to request a reasonable accommodation or modification you may contact HASB's Property Managers. HASB will follow its Reasonable Accommodation Policy, a copy of which can be found in the ACOP.

Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in an HASB program, service, or activity may contact HASB's (who).

HASB will follow its EFFECTIVE COMMUNICATION POLICY: For HASB Communications with Resident and Applicant Families, a copy of which can be found in the ACOP.

Any resident, participant, or applicant may also contact any of the following Federal, State, or local human/civil rights agencies listed below to report housing discrimination or retaliation:

*Chicago Regional Office, U.S. Department of Housing and Urban Development, Ralph Metcalfe Federal Building, 77 W. Jackson Blvd., Chicago, IL 60604-3507. (312)353-6236 phone; (312)-913-2893 fax*

*South Bend Human Rights Commission, 319 N Niles Avenue, South Bend, IN 46617-2328  
(574) 235-9355*

**Copies of this policy are available in accessible formats to persons with disabilities upon request.** You may contact your property manager.

## **APPENDIX X**

### **NON-SMOKING POLICY**

It is the policy of the HASB that all property owned by HASB shall be Non-Smoking, agency wide, to include all occupied units. Non-Smoking means that any lighted tobacco products, any other smoked product and the use of electronic cigarettes are prohibited on all HASB owned property, to include unit, balcony, patio, hallway, common areas, and grounds. Smoking may not occur in any outdoor area within 25 feet of housing units, administrative office buildings or other parts of the community or Housing Authority not specifically designated by HASB as a designated smoking area. This policy applies to all persons including employees, contractors, residents and guests.

The Board of Commissioners has adopted this policy based upon § 965.653(c) indicating HUD's position for the purpose of providing a healthier environment for our residents and to eliminate the harmful effects of secondhand smoke, fire danger, and damage to housing units due to this behavior. Secondhand smoke is particularly dangerous to children and people with respiratory disease. It is the third leading cause of preventable death in the United States. In 2006, the US Surgeon General stated that there is no safe level of secondhand smoke. While HASB cannot ensure a smoke free environment it desires to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

#### **Non-Smoking Properties:**

The premises owned and operated by HASB have been designated as non-smoking properties:

#### **HASB Is Not a Guarantor of a Smoke-Free Environment**

The adoption of a smoke free living environment, and the efforts to designate a property as non-smoking, does not make HASB a guarantor of resident's health or of the smoke free condition of the resident's apartment and common areas. However, HASB shall take reasonable steps to enforce the non-smoking terms of its leases. HASB will post all property with "No Smoking signs inside and outside the buildings.

#### **Resident Observation of Smoking Use on the Property**

If a Resident smells or observes smoke anywhere in the building or observes the use of a smokeless product, Resident should promptly give HASB a written statement of any incident where smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit. HASB will seek the source of the smoke use and take appropriate action it deems necessary to address the condition. Residents are responsible for all their guests and informing them of the non-smoking

policy.

### **Resident Prevention and Cessation:**

HASB will make a commitment to assist residents with smoking cessation.

- HASB will work with qualified partners and other specialists to develop a smoking cessation program for residents to assist with the adjustment to this policy.
- Staff will provide supplementary materials to residents such as a detailed list of smoking cessation community resources and supplementary information on the risks of secondhand smoke and smoking.
- For persons eligible for Medicare, Medicare will cover cessation sessions Medicare will cover products such as nicotine patches and counseling sessions.

### **Relationship of Violation of Non-Smoking Policy to Residential Lease**

A resident will be in material non-compliance of his/her lease if the Resident, household member or guest violates the terms of the Non-Smoking Policy.

### **Enforcement Plan**

HASB will follow the enforcement steps below when a resident is found in violation of this policy. Outline enforcement plan:

- 1<sup>st</sup> Violation – verbal warning followed by providing the head of household with smoking cessation materials
- 2<sup>nd</sup> Violation – verbal warning followed by providing the head of household with smoking cessation materials and information listing prevention resources
- 3<sup>rd</sup> Violation - written warning letter followed by providing the head of household with smoking cessation materials and information listing prevention resources specialist
- 4th Violation – 30-Day Lease Termination notice

All applicants and residents will acknowledge receipt of this Policy. A Non-Smoking Lease Addendum will be required for all residents at the time of lease execution (herein attached).

### **Disclaimer by HASB**

The adoption of a non-smoking policy and the efforts to designate the properties as smoke-free does not in any way change the standard of care HASB would have to a Resident's household to render building and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental property. HASB cannot and does not warranty or promise that the units or common areas will be free of secondhand smoke. HASB's ability to monitor, or enforce the agreements of this policy is dependent in significant part on compliance by Resident and guests. Residents with respiratory ailments, allergies, or other

physical or mental conditions relating to smoke are advised that HASB does not assume any further level of care to enforce this policy than any other obligation under the Lease.

**Definitions:**

**“Property”** means all grounds, structures and parking areas including vehicles parked in parking areas.

**“Structures”** mean all residential units, building common areas, mailbox areas, sidewalks, entry ways, porches, balconies and patios.

**“Smoke and Smoking”** mean inhaling, exhaling or carrying any lighted cigar, cigarette or other tobacco products or similar lighted products, included but not limited to herbal products, in any manner regardless of the substance smoked or device in which the substance is smoke in. Smoking also includes the use of an electronic cigarette.

**“Electronic Cigarette”** means any electronic device that provides vapor liquid nicotine and/or other substances to the user as he or she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

**“Second Hand Smoke”** means smoke that is exhaled by smokers or is given off by burning smoke or electronic cigarettes and is inhaled by persons nearby

**“Prevention Resource Specialist”** means a professional who facilitates and promotes positive growth in self, specific populations (i.e. smoking cessation groups), and the community at large.

**“Smoking Cessation”** means a stopping of some action, to stop smoking

## **APPENDIX XI**

### **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

It is the policy of HASB to provide decent, safe, and secure dwelling units for the residents and their families in all communities.

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HASB's Violence Against Women Act (VAWA) Policy, and which must be applied consistent with all nondiscrimination and fair housing requirements. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

#### **A. Termination of tenancy.**

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the resident's household, a guest, or other person under the resident's control, shall not be cause for termination of tenancy or occupancy rights, if the Resident or any member of the resident's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, HASB may terminate resident's tenancy under this lease if it can demonstrate an actual and imminent threat to other residents or to those employed at or providing service to the development in which the unit is located, if the resident's tenancy is not terminated.

Further, nothing in this section shall prohibit HASB from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, sexual assault or stalking against the resident, a member of the resident's household, survivors of sexual assault, and intimate partner, affiliated individual, which includes any person living with the survivor and related to him or her by blood or marriage including the survivor's spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, HASB shall not apply a more demanding standard to you than to other residents.

B. **Bifurcation of Lease.** As provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HASB may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a resident or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HASB may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the resident or a lawful occupant under this lease.

C. **Certification.** If the resident or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HASB may (but is not required to) request the individual to deliver to HASB a certification. The certification may be delivered in one of the following forms:

1. A HUD-approved form attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
2. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HASB within 10 days after the request for certification is received from HASB. If the certification is not delivered within the 10-day period allowed, the provisions of this section will not apply and HASB may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. **Confidentiality.** The law requires that information provided to HASB concerning an incident or incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared database nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

E. **Notification.** The law requires that all existing residents, as well as new residents, of all HUD-covered programs receive notification of their rights under VAWA and HUD's VAWA regulations.

1. Notice of Occupancy Rights Under the Violence Against Women Act Form HUD-5380
2. Certification of Domestic Violence, Dating Violence Sexual Assault, or Stalking and Alternate Documentation Form HUD-5382
3. Lease Addendum Violence Against Women and Justice Department Reauthorization Act of 2005 Form HUD-91067

F. **Conflicting Evidence**. In cases of conflicting evidence, residents and applicants who may need to submit third-party documentation to document occurrence of a VAWA crime have 30 calendar days to submit the third-party documentation. (See § 5.2007(b)(2)

G. **Emergency Transfer Plan**. This plan identifies residents who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to residents on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HASB compliant with VAWA.

### **Eligibility for Emergency Transfers**

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

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

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the resident shall notify the on-site management office and submit a written request for a transfer to the on-site management office. HASB may request certain documentation from resident(s) seeking emergency transfers under VAWA. HASB will provide reasonable accommodations to this policy for individuals with disabilities. The resident's written request for an emergency transfer should include either:

- A statement expressing that the resident reasonably believes that there is a threat of imminent harm from further violence if the resident were to remain in the same dwelling unit assisted under HASB's program; Or

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

### **Emergency Transfer Timing and Availability**

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

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

### **Safety and Security of Residents**

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

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

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

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

## **APPENDIX XII**

### **Notice of Occupancy Rights under VAWA**

#### **To all Residents and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>1</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Housing authority of the City of South Bend (HASB) Housing Programs are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

#### **Protections for Applicants**

If you otherwise qualify for assistance under HASB’s Housing Programs, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Residents**

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

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

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

#### **Removing the Abuser or Perpetrator from the Household**

HASB may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If HASB chooses to remove the abuser or perpetrator, HASB may not take away the rights of eligible Residents to the unit or otherwise punish the remaining Residents. If the evicted abuser or perpetrator was the sole Resident to have established eligibility for assistance under the program, HASB must allow the Resident who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HASB must follow Federal, State, and local eviction procedures. In order to divide a lease, HASB may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

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

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

#### **OR**

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

HASB will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HASB's emergency transfer plan provides further information on emergency transfers, and HASB must make a copy of its emergency transfer plan available to you if you ask to see it.

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

HASB can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HASB must be in writing, and HASB must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HASB may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HASB as documentation. It is your choice which of the following to submit if HASB asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

If you fail or refuse to provide one of these documents within the 14 business days, HASB does not have to provide you with the protections contained in this notice.

If HASB receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more

members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HASB has the right to request that you provide third-party documentation within thirty-30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HASB does not have to provide you with the protections contained in this notice.

## **Confidentiality**

HASB must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HASB must not allow any individual administering assistance or other services on behalf of HASB (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HASB must not enter your information into any shared database or disclose your information to any other entity or individual. HASB, however, may disclose the information provided if:

- You give written permission to HASB to release the information on a time limited basis.
- HASB needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HASB or your landlord to release the information.

VAWA does not limit HASB's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Reasons a Resident Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HASB cannot hold residents who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to residents who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HASB can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

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

If HASB can demonstrate the above, HASB should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

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

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the Seattle HUD field office by phone at (206) 220-5101 or in person at 909 1<sup>st</sup> Ave #200, Seattle, WA 98104-1000.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>

Additionally, HASB must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your HASB property management staff.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

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

For help regarding sexual assault, you may contact the National Sexual Assault Hotline at 1-800-656-4673 or online at <https://hotline.rainn.org/online>.

Victims of stalking seeking help may contact the National Center for Victims of Crime's Stalking Resource Center at (202) 467-8700 or online at <https://victimsofcrimes.org/our-programs/stalking-resource-center>

## **APPENDIX XII**

### **EFFECTIVE COMMUNICATION POLICY**

#### **A. GENERAL POLICY**

The Housing Authority of the City of South Bend (HASB) administers its public and assisted housing programs in a non-discriminatory manner. HASB's employees, agents, contractors and private management companies shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits HASB's programs and services upon request or is self-evident. The provision of auxiliary aids and services shall be provided at no charge to the individual. HASB strives to provide aids and services in a manner that protects the privacy and independence of the individual with a disability. All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

#### **B. AUXILIARY AIDS AND SERVICES**

Auxiliary aids and services enable persons with disabilities to have an equal opportunity to participate in and enjoy the benefits of programs or activities conducted by HASB. For example, auxiliary aids useful for persons who are Deaf or hard of hearing may include handset amplifiers; video remote interpreting, real time computer aided transcription services, telephone compatible with hearing aids; telecommunications devices for deaf persons (TDD's); qualified sign language interpreters; note takers; written material and other similar services and devices. Auxiliary aids and services for persons who are blind or have low vision may include qualified readers; taped texts; audio recordings; Brailed materials; screen reader accessible materials; magnification software; large print materials; or accessible electronic information.

#### **C. PROVISION OF AUXILIARY AIDS AND SERVICES**

1. When an auxiliary aid or service is required to ensure effective communication, HASB will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. HASB will give primary consideration to the choice expressed by the individual. "Primary consideration" means that HASB will honor the choice unless it can show that another equally effective means of communication is available, or that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or an undue financial and administrative burden.

2. All requests for auxiliary aids and services must be made and received by HASB's Executive Director who serves as its Section 504/ADA Coordinator, or such other person as designated as the Section 504/ADA Coordinator within a reasonable amount of time prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than ten (10) business days prior to the date the service is needed, HASB will take reasonable steps to secure the auxiliary aid or service. The individual with a disability, or an HASB employee on behalf of the individual, will submit a request for auxiliary aids or services to HASB's 504 Coordinator by delivering it to the address or Email listed below. All requests shall be dated and time-stamped upon receipt.

3. Upon receipt of the request, the 504 Coordinator or designee will grant the requested aid or service or will consult with the individual with a disability to further assess and determine the appropriate auxiliary aid or service to be provided. Consideration shall be given to relevant facts and circumstances including the individual's communication skills and the nature and complexity of the communications at issue and giving primary consideration to the communication preferences of the individual with the disability. Within seven (7) business days of the receipt of the request, and as soon as circumstances warrant, the 504 Coordinator will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided. The notification shall inform the individual of the right to a grievance hearing and hearing procedures.

4. Provision of needed auxiliary aids and services shall be provided within three (3) business days of the determination, or at the scheduled time of the event for which the aid or service is needed. However, if an extension of time in provision of the aid or service is reasonably requested by either the individual requiring the service or HASB, and such extension is agreed to by both HASB and the individual, the provision of the service or aid may be reasonably delayed provided that the delay does not significantly affect the individual's rights or benefits and further provided that the extension is documented and included in the individual's file and in the report and tracking process set forth in Paragraph D.2

#### D. TRACKING AND RECORD KEEPING

1. The 504 Coordinator will maintain copies of all requests for effective communication and HASB's response, for a period of three (3) years.
2. The 504 Coordination shall maintain a reporting and tracking system which will include the request made by an individual and the date the request was made; the date a response was provided to the individual from HASB; the response and rationale for the response; the date the auxiliary aid or service was provided, any extension made in the provision of the aid or service; and the identification of the individual requesting or receiving the auxiliary aid or service. The reporting and tracking shall be kept in an electronic format.

3. Copies of information required in Paragraph D.2. above shall also be kept in the individual files of Resident, Participant, and Applicant Families.

4. HASB will keep confidential all information and records containing personal identifying information related to an individual's disability and will only release such information in accordance with law.

## **E. PROCEDURES**

### **1. Notice**

a).HASB will maintain postings that inform applicants and resident and participant families to contact the 504 Coordinator if auxiliary aids or services are needed for effective communications. This notice will advise that various auxiliary aids and services are available free of charge as needed and will provide example of such services to include interpreters. Such notices shall be posted prominently in HASB's Management Office.

b) When it is self-evident that an individual is Deaf or hard of hearing and cannot communicate without auxiliary aids or services, HASB must engage that individual to determine what aids or services are required to effectively communicate.

### **2. Current Residents' Requests for Auxiliary Aids or Services**

a) Requests for auxiliary aids or services should be made directly to HASB Property or Assistant Property Manager, who will forward the request(s) to the 504 Coordinator within one (1) business day of receipt. Requests should be made as soon as practical to give HASB sufficient time to respond. Current residents should generally provide at least three business days advance notice of a request for an interpreter.

b) When HASB has determined that a resident needs a specific auxiliary aid or service for effective communications, such services shall be noted in the resident's file to be needed for specific types of communications and residents shall not be required to be re-assessed each time they need the specific aid or service. For example, when a resident needs a rental notice in large print or in an electronic format, the resident need not make repeated requests for such service. When a resident needs an interpreter for a meeting with an officer manager, the resident should be automatically scheduled for an interpreter for such meetings.

c) As stated in paragraph (b) above, once a request for accommodation has been approved, residents shall not be required to be re-assessed each time they need the specific aid or service. Notwithstanding, the resident shall be required to give HASB reasonable notice when the resident needs the specific auxiliary aid. HASB is on constructive notice of the need at any scheduled resident specific meeting with the resident (i.e., recertification's, inspections, and grievance meetings). HASB is not on constructive notice of any unscheduled meetings or of a

resident's attendance at any voluntary meetings, public meetings, public events, or other activities at which HASB invites, but does not require, the resident's attendance; this includes but is not limited to public meetings as described in Section 3 Public Events. In accordance with paragraph (a) above, reasonable notice shall be construed for current residents as at least three (3) business days advance notice of a request for an interpreter to the extent possible. A request made with less notice will be considered, but due to the need to schedule with a third-party provider may not be able to be honored. If the request cannot be honored, and the meeting can be rescheduled, the meeting will be rescheduled. If the meeting is a public meeting for which rescheduling is cumbersome due to the number of persons involved, HASB will consider a reasonable alternative, including but not limited to a second or follow up meeting with the resident with an interpreter to provide the same information.

### **3. Public Events**

Individuals with disabilities who request auxiliary aids or services for public events such as public hearings, Board meetings, public meetings, etc., must make their requests one week prior to the event whenever possible. HASB shall make good faith efforts to respond to requests made less than one week prior to a public event, however it may not be able to secure such services. The 504 Coordinator will document the efforts made to accommodate the request, including any attempts to schedule an interpreter.

### **4. Continuing Duty to Communicate**

- a) Between the time that HASB i) recognizes that an auxiliary aid is needed, or ii) receives a request for auxiliary aids or services; and the time that HASB provides any needed aid or service, HASB may continue to try to communicate with the individual with a disability. However, HASB shall not require an individual to bring another person to interpret and may only rely on a person accompanying an individual who is Deaf or hard of hearing to interpret or facilitate conversation in an emergency and where there is not an interpreter available.
- b) HASB will continue to assess the communication effectiveness of any auxiliary aids or services provided and will alter services as needed to ensure effective communications.

## **F. GRIEVANCE PROCEDURES**

Any adverse decision regarding a request for auxiliary aids or services or other methods of effective communication under this policy request is subject to HASB's grievance policy in its ACOP and Administrative plans.

## **APPENDIX XIV**

### **PROGRAM INTEGRITY POLICY**

HASB is committed to ensuring that funds made available to HASB are spent in accordance with HUD requirements. This policy covers HUD and HASB policies 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.

Part I: Preventing, Detecting and Investigating Errors and Program Abuse. This part presents HASB policies related to preventing, detecting and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures HASB must and may take when errors or program abuses are found.

#### **PART I: PREVENTING, DETECTING AND INVESTIGATING ERRORS AND PROGRAM ABUSE**

##### **A. PREVENTING ERRORS AND PROGRAM ABUSE**

HUD created the Enterprise Income Verification (EIV) system to provide HASBs with a powerful tool for preventing errors and program abuse. HASBs are required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233]. HASBs are further required to:

- Provide applicants and residents with form HUD-52675, “Debts Owed to HASBs and Terminations.”
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file.

HASB anticipates that most families and HASB employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that HASB’s program is administered effectively and according to the highest ethical and legal standards, HASB will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

HASB will review for all prospective residents either prior to or upon execution of the lease program compliance and integrity issues. At the conclusion of the move-in process, the family representative will be required to sign an affidavit to confirm that all rules and pertinent regulations were explained to them.

HASB will routinely provide resident counseling as part of every reexamination interview to clarify any confusion pertaining to program rules and requirements. HASB staff will be required to review and explain the contents of all HUD- and HASB required forms prior to requesting family member signatures.

HASB will provide each HASB employee with the necessary training on program rules and the organization's standards of conduct and ethics. At each regular reexamination HASB staff will explain any changes in HUD regulations or HASB policy that affect residents.

For purposes of this policy 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 or for personal gain.

## **B. DETECTING ERRORS AND PROGRAM ABUSE**

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

### *Quality Control and Analysis of Data*

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

- HASB routinely will use available sources of up-front income verification, including HUD's EIV system and other non-HUD sources, to compare with family-provided information.
- 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.
- HASB will compare family-reported income and expenditures to detect possible unreported income.

### *Independent Audits and HUD Monitoring*

OMB Circular A-133 requires all HASBs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of HASB activities and notifies HASB of errors and potential cases of program abuse. HASB will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of HASB's error detection and abuse prevention efforts.

### *Individual Reporting of Possible Errors and Program Abuse*

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

## C. INVESTIGATING ERRORS AND PROGRAM ABUSE

### *When HASB Will Investigate*

HASB will review all referrals, specific allegations, complaints and tips from any source including other agencies, companies and individuals, to determine if they warrant investigation. For HASB 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.

HASB will investigate inconsistent or contradictory information related to the family that is identified through file reviews and the verification process.

### *Consent to Release of Information [24 CFR 960.259]*

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

### *Analysis and Findings*

HASB 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.

For each investigation HASB will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed HASB and (3) what corrective measures or penalties will be assessed.

### *Consideration of Remedies*

All errors and instances of program abuse must be corrected prospectively. Whether HASB 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, HASB 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 and
- (4) the effects of a particular remedy on family members who were not involved in the offense.

#### *Notice and Appeals*

HASB will inform the relevant party in writing of its findings and remedies within 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 HASB determined the error or program abuses,
- (3) the remedies to be employed and
- (4) the family's right to appeal the results through an informal hearing or grievance hearing.

## **PART II: CORRECTIVE MEASURES AND PENALTIES**

### **A. UNDER- OR OVERPAYMENT**

An under- or overpayment includes an incorrect tenant rent payment by the family, or an incorrect utility reimbursement to a family.

#### *Corrections*

Whether the incorrect rental determination is an overpayment or underpayment, HASB must promptly correct the tenant rent and any utility reimbursement prospectively.

Increases in the tenant rent will be implemented on the first of the month after the family has received 30 days' notice, and only if the error was not family-caused. Any decreases in tenant rent will become effective the first of the month following the discovery of the error or retroactively to the first of the month after the decrease occurred if HASB caused the error.

#### *Reimbursement*

Whether the family is required to reimburse HASB or HASB 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. In the case of public housing residents, the HASB will provide an immediate rent credit. If the amount of the credit would be more than the rent due the HASB will provide payment to the family within one week of becoming aware of the error.

### **B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE**

General administrative requirements for participating in the program are discussed throughout the ACOP. 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 HASB to use incorrect information provided by a third Party.

#### *Family Reimbursement to HASB*

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. HASB may, but is not required, to offer the family a repayment agreement. If the family fails to repay the amount owed in accordance with the repayment agreement terms and conditions, HASB will terminate the family's lease in accordance with the policy.

HASB will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family.

#### *Prohibited Actions*

An applicant or resident in the public housing program must not knowingly:

- Make a false statement to HASB [Title 18 U.S.C. Section 1001].
- Provide incomplete or false information to HASB [24 CFR 960.259(a)(4)].
- Commit fraud or make false statements in connection with an application for assistance or with reexamination of income [24 CFR 966.4(l)(2)(iii)(C)].

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to HASB Board of Commissioners, employees, contractors or other HASB representatives.
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to HASB on the family's behalf.
- Use of a false name or the use of falsified, forged or altered documents.
- Intentional misreporting of family information or circumstances (e.g. misreporting of income, expenses or family composition).
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income).
- Admission of program abuse by an adult family member.
- Allowing unauthorized occupants to reside in the assisted unit.
- HASB may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier.

#### *Penalties for Program Abuse*

In the case of program abuse caused by a family HASB may, at its discretion, impose any of the following remedies.

- HASB may require the family to repay any amounts owed to the program.
- HASB may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit.
- HASB may deny admission or terminate the family's lease following the policies set

forth

- HASB may refer the family for state or federal criminal prosecution

## **C. HASB-CAUSED ERRORS OR PROGRAM ABUSE**

The responsibilities and expectations of HASB staff with respect to normal program administration are discussed throughout the ACOP. This section specifically addresses actions of a staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the personnel policy. HASB caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding family composition, income, assets and expenses, and (2) errors in calculation.

### *Repayment to HASB*

The family is not required to repay an underpayment of rent if the error, or program abuse, is caused by HASB staff.

### *HASB Reimbursement to Family*

HASB will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse.

### *Prohibited Activities*

Any of the following will be considered evidence of program abuse by HASB staff:

- Failing to comply with any public housing program requirements for personal gain.
- Failing to comply with any public housing program requirements as a result of a conflict-of-interest relationship with any applicant or resident.
- Seeking or accepting anything of material value from applicants, residents, vendors, contractors or other persons who provide services or materials to HASB.
- Disclosing confidential or proprietary information to outside parties, including other residents or applicants.
- Gaining profit as a result of using or disclosing insider knowledge of HASB activities, policies or practices.
- Misappropriating or misusing public housing funds.
- Falsifying, forging or altering documents related to the public housing and/or HASB-related programs or services.
- Destroying, concealing, removing or inappropriately using any records related to the public housing program.
- Committing any other corrupt or criminal act in connection with any federal housing program.

## **D. CRIMINAL PROSECUTION**

When HASB determines that program abuse by a family or HASB staff member has occurred and the amount of underpaid rent or fraudulently obtained amount meets or exceeds the threshold for prosecution under local or state law or HASB's threshold, HASB will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds HASB's threshold or the fraudulent act 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**

Agencies 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 agency recovers [Notice PIH 2007-27 (HA)]. If HASB does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD. The family must be afforded the opportunity for a hearing through HASB's grievance process.