

# **Central Texas Housing Consortium Occupancy Policy**

Central Texas Housing Consortium  
700 West Calhoun  
Temple, TX 76501  
254-773-2009

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## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

### **1.0 PURPOSE**

This Admissions and Continued Occupancy Policy defines the Central Texas Housing Consortium's (hereafter called the Consortium) policies for the operation of the Consortium's Subsidized (Public and Section 8) Housing Programs, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

### **2.0 MISSION STATEMENT**

Our goal is to provide and professionally manage affordable housing of reasonable quality and administer programs that offer opportunities for low-income persons to advance in society. Be a leader and work in partnership with other organizations to help enhance the quality of life for residents.

### **3.0 FAIR HOUSING & REASONABLE ACCOMMODATION POLICY**

The Consortium will post copies of this policy in all management offices and on the CTHC website.

#### ***3.1 REGULATORY GUIDELINES***

It is the policy of the Consortium to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; The Fair Housing Act Amendments of 1988; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability, age, sexual orientation or any other protected class be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Consortium's programs.

Subject to the undue hardships and fundamental alterations tests, the Consortium will correct physical situations or procedures that create a barrier to equal housing opportunity when requested via the reasonable accommodation process.

No person shall be subjected to harassment of any kind by an employee, agent or contractor, or another resident, that alters the terms or conditions of tenancy and results in an environment that is intimidating, hostile, offensive, or otherwise significantly less desirable.

The Consortium will assist any family that believes they have suffered illegal discrimination by providing them copies of housing discrimination forms and assisting

them in completing the forms if requested. Any resident who believes they have been subjected to any form of harassment should promptly discuss the situation with their Complex Manager, the Director of Housing, or the Executive Director. CTHC staff will immediately undertake a thorough and objective investigation of the harassment allegations. A determination regarding the alleged harassment will be made and communicated to the individual(s) in writing who complained. Appropriate action will be taken. In addition, all advertisements will contain the appropriate Equal Opportunity language or logo.

## **A. MONITORING AND ENFORCEMENT**

The Section 504/ADA Coordinator is responsible for monitoring compliance with this Policy. Individuals who have questions regarding this Policy, its interpretation or implementation should contact the Section 504/ADA Coordinator in writing, by telephone, or by appointment, as follows:

Section 504/ADA Coordinator  
Central Texas Housing Consortium  
700 W Calhoun Ave  
Temple, TX 76501  
(254) 773-2009 (phone)  
(254) 773-1958 (fax)  
cbarnes@cthc.org  
TDD/TTY 800-737-2989

The Section 504/ADA Coordinator will receive training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state, and local requirements regarding reasonable accommodation.

## **B. REASONABLE ACCOMMODATION**

A person with a disability may request a reasonable accommodation at any time during the application process or residency. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

## **C. UNDUE HARDSHIP**

Requests for reasonable accommodation will be granted, provided that the accommodation will not create an “undue financial and administrative burden” or a fundamental alteration in the nature of the program. In reviewing each reasonable accommodation request, CTHC will take the following factors into consideration: 1) nature and cost of the accommodation needed; 2) overall financial resources involved in the provision of the reasonable accommodation; and 3) the likely impact on the operation of the program as a result of the accommodation.

Requests for reasonable accommodation must be supported with verification from a knowledgeable professional that the accommodation is necessary.

**D. PERSON WITH A DISABILITY (definition for Reasonable Accommodation Policy usage)**

The Fair Housing Act defines a person with a disability to include (1) an individual with a physical or mental impairment that substantially limits one or more major life activities; (2) an individual who is regarded as having such impairment; and (3) an individual with a record of such an impairment.

The “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

The term “substantially limits” suggest that the limitation is “significant” or “to a large degree.”

The term “major life activity” means those activities that are of central importance to daily life, including but are not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, and speaking. This list of major life activities is not exhaustive.

**E. VERIFICATION OF REASONABLE ACCOMMODATION REQUEST**

CTHC may verify a person’s disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

CTHC may not require individuals to disclose confidential medical records or specific details regarding the individual’s disability.

The following may provide verification of an applicant’s or a resident’s disability and the need for the requested accommodation(s):

- (a) Physician;
- (b) Licensed health professional;
- (c) Professional representing a social service agency; or
- (d) Disability agency or clinic.

Upon receipt, all supporting documentation will be forwarded to the Section 504/ADA Coordinator.

## **F. DENIAL OF REASONABLE ACCOMMODATION REQUEST(S)**

Requested accommodations will not be approved if one of the following would occur as a result:

- (a) A violation of Federal and/or local law;
- (b) A fundamental alteration in the nature of a program;
- (c) An undue financial and administrative burden; or
- (d) An alteration requiring the removal or alteration of a load-bearing structural support.

If the accommodation is denied, the resident will be notified of the reason for denial. The notification will also provide the resident with information regarding CTHC's Grievance Procedures.

### **3.2 LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

The Central Texas Housing Consortium (CTHC) has adopted an LEP Plan to provide access to its programs and activities by persons with Limited English Proficiency (LEP). A Limited English Proficient (LEP) person is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. In accordance with federal guidelines, CTHC will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, recipients and/or persons eligible for public housing and other CTHC programs.

### **4.0 MARKETING**

The Consortium will publicize the availability and nature of its housing programs for extremely low-income, very low and low-income families throughout the Consortium's jurisdiction. Efforts to inform community leaders, social service agencies, and other interested parties will be made through both formal and informal meetings and by other suitable means.

### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and resident households are required to sign Authorization for Release of Information Forms and Privacy Act Notices. Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

The Consortium is dedicated to protecting the privacy of personal information, including victims of domestic violence, dating violence, sexual assault, or stalking verification certifications, Social Security or other governmental identification numbers. We follow all federal and state laws regarding the protection of your personal information.



**How Information is collected.** Personal information (such as Social Security or other governmental identification numbers) will be furnished when the rental application and/or other documents are submitted for processing.

**How and when information is used.** We may use this information in the process of verifying statements made on the rental application, such as rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from residents for any money they may owe us in the future.

**How the information is protected and who has access.** Only authorized persons will have access to Social Security or other governmental identification numbers and other required confidential certifications. Documents containing this information will be kept in a secure area, accessible only by authorized persons. Access to electronic versions of the information will also be limited only to authorized persons.

**How the information is disposed of.** After personal information is no longer needed, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. The disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

## **6.0 REQUIRED POSTINGS**

The Consortium will post a notice on the bulletin board indicating that the following information is available for review by all interested parties at the Consortium main office:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Income Limits for Admission
- C. Utility Allowance Schedule
- D. Current Schedule of Routine Maintenance Charges
- E. Dwelling Lease
- F. Grievance Procedures
- G. Fair Housing Poster & Discrimination Complaint/Appeal Procedures under Americans with Disabilities Act.

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Consortium's subsidized housing programs will be required to complete an application for housing assistance. Applications will be accepted

Monday through Thursday between the hours of 8:30 to 11:30 a.m. and 1:30 to 4:30 p.m. (except holidays) at Consortium offices. Applications are available in electronic format and can be completed via the Consortium website. Applications for out-of-town families will be mailed upon request. Applications received by mail will be date and time stamped as they are identified when the mail is opened. Applications received by other means such as hand deliveries and electronic devices will be assigned a date and time of receipt when the Complex Manager is made aware of the application via a fax, email or the application is forwarded from the administrative staff.

Persons with disabilities or LEP who require a reasonable accommodation in completing an application may call the Consortium offices to make special arrangements. At the initial point of contract all applicants will be advised alternate forms of communication are available if needed to complete the application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. Persons seeking to communicate with the Consortium via TDD should first contact TTY Message-Relay Texas at 800-737-2989 and request connection to the Consortium via TDD. The Consortium TDD telephone number is (254) 773-2009 for the Temple office and (254) 939-5321 for the Belton office.

Upon receipt of the family's application, the Consortium will make a preliminary determination of eligibility. The Consortium will notify the family in writing of placement on the waiting list, and the approximate wait before housing may be offered. If the Consortium determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

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

The final determination of eligibility takes place when the family nears the top of the waiting list. The Consortium will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the housing program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to housing: (1) qualifies as a family; (2) has an income within the income limits; (3) meets citizenship/eligible immigrant criteria; (4) provides documentation of Social Security numbers; and (5) signs consent authorization documents. Restrictions on assistance apply to students enrolled in an institution of higher education, as defined under PIH Notice 2005-16 and 24 CFR 5.612. In addition to the eligibility criteria, families must also meet the Consortium's screening criteria in order to be admitted to housing.

## 8.2 **ELIGIBILITY CRITERIA**

### A. Family status.

1. A **family** is defined as an individual or group of persons regularly living together regardless of actual or perceived sexual orientation, gender identity, or marital status.
2. An **elderly family** is defined as a family whose head, spouse, or sole member is a person who is at least 62 years of age.
3. A **near-elderly family** is defined as 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.
4. A **disabled family** is defined as a family whose head, spouse, or sole member is a person with disabilities.

### B. Student Eligibility (FR-5036-F-01)

Section 8 assistance shall **NOT** be provided to any individual whom:

1. Is enrolled as a student at an institution of higher education;
2. Is under the age of 24;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child;
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive section 8 assistance.

### C. Income eligibility

1. To be eligible for admission to developments that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.

3. Income limits apply only at admission and are not applicable for continued occupancy.
4. Income limit restrictions do not apply to families transferring within our Housing Programs.

D. Citizenship/Eligibility Status

To be eligible each member of the family must be a citizen, national, or a non-citizen that has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980.

E. Social Security Number Documentation

To be eligible, all family members claiming eligible immigration status or eligible citizenship status must disclose and document a Social Security number prior to admission to the program.

F. Signing Consent Forms

To be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign all the required consent forms (HUD Form 9887 and 9887A applies to Section 8 only).

### 8.3 ***SUITABILITY***

- A. Applicant families will be evaluated to determine whether, based on their behavior, such behavior could reasonably be expected to result in noncompliance with the lease contract. The Consortium will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Consortium employees, or other people residing in the immediate vicinity of the property. That an applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Consortium will consider objective and reasonable aspects of the family's background, including the following:
  1. History of meeting financial obligations, especially rent;
  2. Ability to maintain their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Consortium will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease contract. The Consortium will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit history of all adult family members;
  2. A rental history of all adult family members;
  3. A criminal background history on household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years. Where the individual has lived outside the local area, the Consortium may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  4. A check of the State's lifetime sex offender registration program for each household member, including live-in aides. Individuals registered with this program in any state will **not** be admitted to housing.
  5. A check of the EIV Existing Resident Search for each household member will be performed before admission to the program. To be eligible, each household member must not be receiving assistance from another federal assisted program.

#### **8.4 GROUND S FOR DENIAL**

The Consortium is not required or obligated to assist applicants who:

- A. Do not meet the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving convictions for crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any Housing Authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 841, 2012 Edition;
- L. Have a history, within five years of the projected date of admission, for drug-related criminal activity;
- M. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Consortium may waive this requirement if:
  - 1. The person demonstrates to the Consortium's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

- 2. Has successfully completed an approved supervised drug or alcohol rehabilitation program; or
  - 3. Has otherwise been rehabilitated successfully.
- N. Have engaged in or threatened abusive or violent behavior towards any Consortium staff or residents and/or guests;
- O. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a housing development or in a Section 8 assisted property;
- P. **Denied for Life:** Has a lifetime registration under any State's sex offender registration program.

## 8.5 *INFORMAL REVIEW*

- A. If the Consortium determines that an applicant's criminal history reflects negative information that may not meet the Consortium criteria for receiving housing assistance, the Consortium will notify the applicant with written notice of the proposed denial and provide the applicant an opportunity to dispute the accuracy and relevance of the information obtained before a final decision is made. The applicant will have 5 calendar days to respond to the written notice before the final decision is made.

If the criminal history reflects imminent danger (threat of death or serious physical harm), the Consortium is not required to provide preliminary notice to the applicant and provide an opportunity to dispute the information.

- B. If the Consortium determines that an applicant does not meet the criteria for receiving housing assistance, the Consortium will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 14 business days of the denial.
- C. Any person designated by the Consortium may conduct the informal review. The applicant must be given the opportunity to present written or oral objections to the Consortium's decision. The Consortium must notify the applicant (in writing) of the final decision within 5 business days after the informal review, of the final decision.

## 9.0 *MANAGING THE WAITING LIST*

### 9.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced with a public notice stating that applications for subsidized housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in accordance with our marketing guidelines.

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in accordance with our marketing guidelines. Unless the waiting list is closed, the Consortium must accept applications even if it is believed applicants will not be eligible.

## **9.2 ORGANIZATION OF THE WAITING LIST**

Applicants will be placed on the waiting list based on the applicant's preference and the date and time the application is received by the Consortium.

Exceptions will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by HUD's Fair Housing and Equal Opportunity department.

## **9.3 PURGING THE WAITING LIST**

The Consortium will update and purge the waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Consortium has current information, i.e. applicant's address, family composition, income category, and preferences. This will be accomplished by mailing a letter to each applicant on the waiting list. The letter will be mailed to the last mailing address furnished by the applicant and will ask the applicant to return the letter to the Consortium within ten days if they wish to remain on the waiting list.

## **9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Consortium will remove an applicant's name from the waiting list if:

- A. The applicant requests that their name be removed;
- B. The applicant fails to respond to a request to supply information or documentation required by the application process within 10 days of notification. The applicant will have to wait 30 days to reapply.



- C. The applicant fails to respond to a request to declare their continued interest in the program;
- D. The applicant does not meet either the eligibility or suitability criteria for the program. The applicant will have to wait 90 days to reapply;
- E. The applicant does not disclose/and or provide verification of SSNs for all non-exempt household members within 90 days from the date they are offered an available unit;
- F. The applicant fails to respond to a unit offer or cannot be contacted at the phone number or address provided; or
- G. The applicant receives an offer of housing and rejects the offer without good cause. The applicant may reapply after 90 days if he or she wishes to receive another unit offer.

### **9.5 MISSED APPOINTMENTS**

Applicants who fail to keep a scheduled appointment (to view an apartment) with the Consortium will be removed from the waiting list.

## **10.0 RESIDENT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

Preferences do not guarantee admission. Applicants will be notified of their right to provide information that may change their preference status. The Consortium will select families based on the targeted income group necessary to meet Federal, State, or Local requirements and the following preferences within each bedroom size category:

- A. Family Housing.
  1. Families of federally declared disasters who are public housing residents or Section 8 project based recipients in another jurisdiction which have occurred within the past 6 months.
  2. Families of federally declared disasters which have occurred within the past 6 months.
  3. Families who have been victims of domestic violence incidents which have occurred within the past 6 months.
  4. Elderly or disabled families or families in which at least one adult has been continuously working for at least 6 months.

B. Elderly Housing.

1. Elderly or disabled families of federally declared disasters who are public housing residents or Section 8 project based recipients in another jurisdiction which have occurred within the past six months.
2. Elderly or disabled families of federally declared disasters which have occurred within the past six months.
3. Elderly or disabled families.
4. Elderly or disabled families who have been victims of domestic violence incidents which have occurred within the past six months.
5. Near elderly families in which at least one adult has been continuously working for at least six months.
6. Near elderly families.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the following preference system: 1. Resident who is a person with a disability who is not currently residing in an accessible unit; 2. Applicant on the waiting list having a disability requiring the accessibility feature of the unit. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be notified that they must accept a transfer at their own expense if, at a future time, a family requiring the accessible unit applies.

**10.2 ASSIGNMENT OF BEDROOM SIZES**

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

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

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

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of seven (7) will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Consortium will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit until the family size changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Consortium will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed with the understanding that they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies.

### **10.3 SELECTION FROM THE WAITING LIST**

The Consortium shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting

list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

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

#### ***10.4 DECONCENTRATION POLICY (PUBLIC HOUSING ONLY)***

It is Consortium's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

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

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

#### ***10.5 DECONCENTRATION INCENTIVES (PUBLIC HOUSING ONLY)***

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

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

#### ***10.6 OFFER OF A UNIT***

When the Consortium discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

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

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) days to accept or reject the unit.

#### **10.7 REJECTION OF UNIT**

The family will not lose their place on the waiting list or be otherwise penalized if the family rejects a unit offered as a result of the Consortium skipping over other families on the waiting list in order to meet their deconcentration goal.

If the Consortium did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will be removed from the waiting list. The family will have to wait 90 days to reapply

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to disability, health, proximity to work, school, and childcare (for those working or going to school).

#### **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective the date of acceptance.

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

The applicant will be provided a copy of the lease, the grievance procedure for public housing, utility allowances, utility charges, and the current schedule of routine maintenance charges. These documents will be explained in detail.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Consortium will retain the original executed lease in the resident's file.

The family agrees that the unit in which the family is applying for must be the family's only residence.

The family agrees to comply with the Smoke Free Policy that took effect January 1, 2014.

The family will pay the rent required by the program under which the applicant will receive assistance.

The family will pay a security deposit at the time of lease signing. The security deposit shall be paid pursuant to a schedule posted in the Consortium office.

The Consortium reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Consortium.

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

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

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

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

### **11.1 ANNUAL INCOME (79 FR 36164, JUNE 25, 2014)**

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

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

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes 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. If a family disposes of assets for less than fair market value, the difference between the cash value and the amount actually received of those assets is included for two years following the date of disposal.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the 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 consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

- b. 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 requirement is the amount resulting from one application of the percentage.
  - 2. *PUBLIC HOUSING ONLY* If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - 3. *PUBLIC HOUSING ONLY* If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. For families reporting zero income, the Consortium must verify the source(s) of income necessary to support the family's lifestyle. The family must complete a zero income form and any payments listed on the form are considered income.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- I. For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act 1965, from private sources, or from an institution of higher education, shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

## ***11.2 ANNUAL INCOME EXCLUSIONS***

Annual income does not include the following:

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



- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. PUBLIC HOUSING ONLY: The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Consortium or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only

for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. After the first 12 month exclusion period, the disallowance amount is 50% of the increase in earned income for the family member's baseline. This exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the Consortium to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of the Consortium to provide the exclusion in all cases.)

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. 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;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973.
  - c. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.
  - d. Payments received by a child suffering from Spina Bifida who is the child of a Vietnam Veteran.
  - e. Income received under the Victims of Crime Act.
  - f. Income from Small Business Administration Programs.
  - g. Payments received under the Alaska Native Claims Settlement Act
  - h. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
  - i. Payments or allowances made under DHS's Low-Income Home Energy Assistance Program
  - j. Payments received under the Job Training Partnership Act
  - k. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - l. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
  - m. Amount of scholarships awarded under Title IV including Work Study
  - n. Payments received under the Older Americans Act of 1965
  - o. Payments from Agent Orange Settlement
  - p. Payments received under the Maine Indian Claims Act
  - q. The value of child care under the Child Care and Development Block Grant Act of 1990 as amended 11/19/14.

- r. Earned income tax credit refund payments
- s. Payments for living expenses under the AmeriCorps Program

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

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following statutory deductions will be deducted from annual income:

- A. \$480 for each dependent;
- B. \$400 for an elderly or disabled family;
- C. Reasonable unreimbursed child care expenses, for the care of children less than 13 years of age, necessary to enable a family member to be employed, actively seek employment or to further his or her education. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income. When childcare costs are for education purposes, they are not capped by the amount earned.

The Consortium has determined that reasonable child care expenses for standard childcare (private home, child care center, etc) shall not exceed \$500 per month per child. This cap will be reviewed annually based on a market survey of the local area. Residents may request an exception to the cap if there are extenuating circumstances that warrant an exception; and

- D. The sum of the following items, to the extent that the sum exceeds three (3) percent of Annual Income;
  - 1. Unreimbursed medical expenses for an elderly or disabled family. The Consortium will use the Internal Revenue Service (IRS) Publication 502 as guidance in defining medical care and determining what to allow as a medical expense. Medical expenses will include unreimbursed medical expenses the family anticipates to incur during the 12 months following certification/recertification. If anticipated medical expenses cannot be anticipated, the Consortium will use the ongoing medical expenses the family paid in the 12 months preceding the certification/ recertification to estimate anticipated medical expenses; and
  - 2. Unreimbursed reasonable attendant and auxiliary apparatus expenses for each member of the family who is a person with a disability needed to enable an adult family member (including the member who is a person with disabilities) to work, but this allowance may not exceed the earned income of the family

members age 18 and over who are able to work because of the care or Auxiliary apparatus.

## **12.0 VERIFICATION**

The Consortium will verify information relating to eligibility, assets, income, deductions from income, admission preferences, and compliance with applicant selection criteria in accordance with HUD regulations and the Consortium's verification procedures. The Consortium may adhere to temporary guidelines issued by HUD to fulfill program verification requirements in accordance with HUD regulatory guidance issued until the notice expires.

Applicants and adult family members must sign consent forms to authorize the Consortium to collect information to verify eligibility, assets, income, and deductions from income. For Section 8 only, applicants and residents will sign HUD forms 9887/9887A prior to admission and annually thereafter. Applicants and residents who do not sign required consent forms will not receive assistance.

All family members claiming eligible immigration status or eligible citizenship status must disclose and document a complete and accurate social security number to the Consortium.

The Consortium will handle any information obtained to verify eligibility or income in accordance with the Privacy Act.

### ***12.1 TIMEFRAME FOR CONDUCTING VERIFICATIONS***

The Consortium will verify information relating to eligibility, assets, income, deductions from income, admission preferences, and compliance with applicant selection criteria prior to initial move-in. Thereafter, the Consortium will verify applicable information at annual and interim reexaminations and at other times (as the consortium determines) to ensure that eligibility information has been fully disclosed.

After initial admission to the program, household's with 90% fixed income sources will be verified at least every three years.

### ***12.2 METHODS OF VERIFICATION***

The Consortium will verify information through the four methods of verification acceptable to HUD in the following order:

- a. Up-Front income verification (UIV)
- b. Third-party written verification
- c. Third-party oral verification
- d. Resident certification

Up-Front Income Verification is the verification of income through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. Examples are:

1. HUD's EIV system for resident.
2. Non-EIV system tools such as but not limited to The Work Number and other state or government databases.

Third-party written verification is the independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. An original or authentic document generated by a third party source can be used. These documents that may be in the possession of the resident or applicant and commonly referred to as resident-provided documents are considered third-party verification. Examples include but not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit letter, bank statements, child support payment stubs, welfare benefits letters and/or printouts, and unemployment monetary benefit notices. The documents must be current, complete, and unaltered originals to be acceptable for using as verification. The Consortium may elect to mail, fax, or e-mail the verification request form to the independent source.

In the event that the independent source does not respond to the Consortium's mailed, faxed, or e-mailed request for information, the Consortium will pursue third party oral verification.

Third-party oral verification is the independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The Consortium will document in the resident file, the date and time of the contact, the name of the person contacted and telephone number, along with the confirmed verified information.

Resident certification occurs when the resident submits an affidavit or notarized statement of reported income and/or expenses. This verification method will only be used as a last resort when all other verification methods are not possible. The Consortium will document in the resident file why third party verification was not available.

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

Prior to being admitted, the citizenship/eligible noncitizen status of each family member regardless of age must be determined.

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

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

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

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to subsidized housing.

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

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

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

If the Consortium determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their subsidized housing unit, the family will be evicted. Such family will not be eligible to be readmitted to subsidized housing for a period of 24 months from the date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, or at the first re-exam after children turn six, each family member (including live-in aides, foster children and foster adults) claiming eligible immigration status or eligible citizenship status must provide verification of their Social Security number. If a household requests to add a new member, including a child, that has been assigned a Social Security number, the new member's Social Security number must be disclosed and documented at the time of the request and/or processing of the certification to change the family composition. New family members claiming eligible immigration status or eligible citizenship status must provide this verification prior to being added to the lease. If a household requests to add a new member who is under the age of six, that

has not been assigned a Social Security number, the new member's Social Security number must be disclosed and documented within 90 calendar days of the adding the child to the household.

Current household members must disclose and document their Social Security number at the next interim or regularly schedule certification, whichever comes first.

Residents age 62 or older as of January 31, 2010, and received assistance prior to this date will not be required to provide Social Security number documentation. They shall sign a declaration of eligible immigrant status and provide proof of age.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Consortium will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### ***12.5 DURATION OF ACCEPTABLE VERIFICATION***

Documents provided in support of a resident's declaration of income or assets must be dated within the last 60 days of the move-in or reexamination interview. These documents will be valid for 90 days from the date of receipt.

#### ***12.6 EXCEPTIONS TO THIRD PARTY VERIFICATION REQUIREMENTS***

In some situations, third party verification is not available for a variety of reasons. The Consortium may have made numerous attempts to obtain the required verifications with no result, or the income source may not honor written or oral requests for income information, or the asset or expenses to be verified is an insignificant amount, or it may not be cost effective to obtain third party verification of assets and expenses, when the impact on total resident payment is minimal. In these cases, the Consortium will review original documents provided by the resident. However, the Consortium will document in the family file the reasons(s) why third party verification was not available and will maintain a photocopy of the original document in the family file.

#### ***12.7 INCONSISTENT INFORMATION OBTAINED THROUGH VERIFICATIONS***

The Consortium will not take any action to reduce, suspend, deny, or terminate assistance based on inconsistent information received during the verification process until the



information has been investigated and the resident has been given the opportunity to contest the findings.

### **13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT**

#### **13.1 FAMILY CHOICE (PUBLIC HOUSING ONLY)**

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

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

#### **13.2 THE FORMULA METHOD**

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The Consortium has set the minimum rent pursuant to a schedule posted at the Consortium office. However if the family requests a hardship exemption, the Consortium will immediately suspend the minimum rent for the family until the Consortium can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

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

### **13.4 FLAT RENT (PUBLIC HOUSING ONLY)**

The Consortium has set a flat rent for each public housing unit. The flat rents will be updated in accordance with the statutory changes made by HUD to comply with the regulatory requirements. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

### **13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If granted assistance after November 29, 1996, the maximum period of time for assistance under the provision is eighteen (18) months. The Consortium will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Consortium will provide additional search periods up to the maximum time allowable.

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

### **13.6 NONCITIZEN RENT CALCULATION**

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

1. Determine the total resident payment. Include all family members' income including members who have 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 family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
4. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
5. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

6. When the mixed family's TRP is greater than the maximum rent, the TRP will be used as the mixed family TRP.

### **13.7 UTILITY ALLOWANCE**

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

For resident paid utilities, the utility allowance will be subtracted from the family's formula rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the Consortium. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident. If the utility allowance exceeds the family's formula rent, any utility reimbursement payment owed to the resident will be issued on a quarterly basis if the total amount is equal to or less than \$45 per quarter.

For Consortium paid utilities, the Consortium will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Consortium will be billed to the resident monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective as designated by the Consortium.

### **13.8 PAYING RENT AND OTHER CHARGES**

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

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the resident. In addition, a late charge will be assessed to the resident. If rent is paid by a personal check and the check is returned for insufficient funds, stop payment, or closed account, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge for processing costs.

### **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE (PUBLIC HOUSING ONLY)**

#### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must (unless exempt) contribute 8 hours per month of community service (not including political activities), participate in an economic self-sufficiency program for 8 hours per month or perform 8 hours per month of combined activities.

#### **14.2 EXEMPTIONS**

An exempt individual is an adult who:

- A. Is 62 years or older;
- B. Is a blind or disabled individual, as defined under the Social Security Act, and who certifies that because of this disability, he or she is unable to comply with the service provisions of the act, or is a primary caretaker of such an individual;
- C. Is engaged in work activities;
- D. Meets the requirements for being exempted from having to engage in a work activity under a State program funded under Part A of Title IV of the Social Security Act or any other welfare program of the State or is a member of a family in noncompliance with such a program ;

#### **14.3 NOTIFICATION OF THE REQUIREMENT**

The Consortium shall identify all adult family members who are not exempt from the community service requirement.

The Consortium shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Consortium shall verify such claims.

The notification will advise families that failure to comply with the community service requirement will result in ineligibility for continued occupancy.

#### **14.4 COMMUNITY SERVICE REQUIREMENT**

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

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement,

basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Consortium will coordinate with social service agencies, local schools, and other Human Resources Offices in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Consortium may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

#### ***14.5 THE PROCESS***

The Consortium will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. The Consortium will track the family member's progress and will meet with the family member as needed to best encourage compliance.

#### ***14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT***

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

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

#### ***14.7 OPPORTUNITY FOR CURE***

The Consortium will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month

period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Consortium shall take action to terminate the lease.

## **15.0 RECERTIFICATIONS**

At least annually or any other period authorized by HUD, the Consortium will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **15.1 GENERAL**

The Consortium will send a notification letter to the family letting them know that it is time for their annual reexamination. At the annual reexamination appointment, the family will be required to furnish a current valid state issued ID, the income and composition of their household and supply any other information required by HUD for the purpose of determining their rent.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Consortium taking eviction action against the family.

### **15.3 FLAT RENTS (PUBLIC HOUSING ONLY)**

Each year prior to their anniversary date, the Consortium will send a reexamination letter to the family offering the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Consortium may assist the family in identifying the rent method that would be most advantageous for the family.

### **15.4 THE FORMULA METHOD**

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

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

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent.

#### ***15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

The new rent will be effective upon the anniversary date.

#### ***15.6 INTERIM REEXAMINATIONS***

During an interim reexamination, the Consortium will review and verify all information that affects the total resident payment. The Consortium may recalculate the resident's rent.

Residents are required to report the following changes to the Consortium between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence:

- A. Changes in all income includes but not limited to employment, child support, contributions, alimony and excludes residents with 90% fixed income sources.
- B. A member has been added to the family through birth or adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption or court ordered custody (including a live-in aide), the family must request that the new member be added to the lease. Adult children are not eligible to move into a unit after initial occupancy unless they are performing the functions of a live-in aide and are classified as a live-in aide for eligibility purposes. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual claiming eligible immigration status or eligible citizenship status must disclose and document a Social Security number. The new family member will go through the screening process similar to the process for applicants. The Consortium will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the



lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Consortium will take timely action to process the interim reexamination and recalculate the resident's rent.

Failure to report all changes could result in retroactive rent charges and/or termination of the lease contract.

### ***15.7 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Consortium may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

## **16.0 UNIT TRANSFERS**

### ***16.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations including those covered by VAWA (See Section 22.0).
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations and/or meet accessibility needs.
- E. To provide an incentive for families to assist in meeting the Consortium's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

### ***16.2 PRIORITY RANKINGS FOR TRANSFERS***

Priority 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such

situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Priority 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Priority 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Consortium occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Consortium when a transfer is the only or best way of solving a serious problem.

Priority 4: Incentive transfer requests will be encouraged for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate. Requests of this nature will only be approved if the transfer is necessary to meet the Consortium's deconcentration goals.

Priority 5: When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

### **16.3 PROCESSING TRANSFERS**

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

Transfers will be housed ahead of families on the applicant waiting list.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed five (5) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Consortium and the family rejects the offer without good cause, the Consortium will take action to terminate their tenancy.

- C. If the transfer is being made at the family's request and the family turns down an offer without good cause, the family's name will be removed from the transfer list.

#### **16.4 COST OF THE FAMILY'S MOVE**

- A. The cost of the transfer will be borne by the family in the following circumstances:
  - 1. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
  - 2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller; or
  - 3. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.
- B. The cost of the transfer will be borne by the Consortium in the following circumstances:
  - 1. When the transfer is needed in order to carry out rehabilitation activities; or
  - 2. When action or inaction by the Consortium has caused the unit to be unsafe or uninhabitable.
  - 3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved, and the family without disabilities signed a statement to this effect prior to accepting the accessible unit; or
  - 4. When the transfer is needed in order to provide a reasonable accommodation.

#### **16.5 RESIDENTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Consortium. This means the family must be in compliance with their lease, current on all payments to the Consortium, and has a good tenancy record.

#### **16.6 TRANSFER REQUESTS**

A resident may request a transfer at any time (in writing). The Consortium will review the request in a timely manner and grant or deny the transfer request within thirty (30) days of receiving the request.

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

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

**16.7 *RIGHT OF THE CENTRAL TEXAS HOUSING CONSORTIUM IN TRANSFER POLICY***

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

**17.0 *INSPECTIONS***

An authorized representative of the Consortium will conduct inspections of the premises as listed in the following paragraphs. Drug dogs may be used during inspections to detect illegal/criminal drug activity.

**17.1 *MOVE-IN INSPECTIONS***

The Consortium and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

**17.2 *ANNUAL INSPECTIONS***

The Consortium will inspect each unit annually to ensure that each unit meets the Consortium's housing standards. Work orders will be submitted and completed to correct any deficiencies.

**17.3 *PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization, the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

**17.4 *SPECIAL INSPECTIONS***

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

**17.5 *HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual inspections, or at other times as the Consortium deems necessary, the Consortium will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

**17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Consortium will give the resident at least two (2) days notice prior to conducting the inspection.

**17.7 EMERGENCY INSPECTIONS**

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

**17.8 MOVE-OUT INSPECTIONS**

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

**18.0 PET POLICY**

**18.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist support, or provide services to persons with disabilities. Assistive animals are allowed in all subsidized housing facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

**18.2 PETS IN SUBSIDIZED HOUSING**

The Consortium will allow for pet ownership in subsidized housing projects or buildings.

**18.3 APPROVAL**

Residents must have prior approval of the Consortium before moving a pet into their unit. Residents acknowledge and agree to abide by the established Pet Rules incorporated within the Lease Addendum Pet Agreement.

**18.4 TYPES AND NUMBER OF PETS**

The Consortium will allow only common household pets such as a domesticated dog, cat, bird, fish (not to exceed 25 gallons), or turtle. A common household pet does not include reptiles (except turtles).

Only one (1) pet per unit is allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed 15 inches in height and 20 pounds in weight when fully grown.

### **18.5 INOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

### **18.6 PET DEPOSIT**

A pet deposit of \$200.00 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

Residents residing in elderly complexes in Public and Section 8 Housing may pay an initial deposit of \$50 and gradually accumulate the remaining required deposit by paying \$10 monthly until the deposit is paid in full.

### **18.7 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Consortium reserves the right to exterminate and charge the resident.

### **18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the resident's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Consortium personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

### **18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash (under the resident's supervision) at all times when outside the apartment. Pets are not allowed in common

areas (laundry rooms, offices, community rooms, or other recreational facilities) or other dwelling units.

Pet owners must clean up after their pets and are responsible for disposing of pet waste. Pets may not be tied to any fixed object anywhere outside the dwelling unit.

#### **18.10 REMOVAL OF PETS**

The Consortium shall require the removal of any pet from a project if: (1) the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located; or (2) the Consortium determines, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations.

#### **19.0 SMOKE FREE POLICY**

Effective 1/1/2014, all CTHC apartments are smoke free. All household members and/or guests are not allowed to smoke inside the apartments or in interior common areas. Residents are responsible for ensuring that all household members and guests comply with this rule.

Smoking is allowed outside the apartments in the following areas; patios, balconies, breezeways (but not directly outside another household's entrance door or apartment window) and outside the 20' area already posted for common area entrances. Electronic cigarettes are allowed inside units. Cigarette butts must be properly extinguished and disposed of in a fire resistant receptacle and NOT thrown on the ground.

Definition of Smoking: "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe or any other lighted smoking device used for burning tobacco or any other plant.

Management does not guarantee the Resident's health or the smoke-free condition of the resident's unit and the common areas. However, management shall take reasonable steps to enforce the smoke free lease/handbook rules. Management does not warrant, promise, or in any way render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises or to be free from secondhand smoke.

#### **20.0 REPAYMENT AGREEMENTS**

When a resident owes the Consortium back charges and is unable to pay the balance by the due date, the resident may request that the Consortium allow them to enter into a Repayment Agreement. The Consortium has the sole discretion of whether to accept such an agreement. All Repayment Agreements must be in writing and signed by both parties.

Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

## **21.0 TERMINATION OF TENANCY**

### **21.1 *TERMINATION BY RESIDENT***

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the resident submits a request to withdraw the notice to vacate, CTHC has the sole discretion to refuse the request which would require the resident to vacate the unit as originally scheduled.

### **21.2 *TERMINATION BY THE CONSORTIUM***

The Consortium will not renew the lease of any Public Housing family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Consortium approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of



methamphetamine on the premises of the Consortium. The Consortium will investigate to determine if the household engaged in the criminal activity before action is taken. The arrest record will not be used as the sole evidence for the termination of assistance. Police reports, statements from witnesses that are not part of the report, whether criminal charges are filed, withdrawn, dismissed, or acquitted and any other evidence will be considered. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of resident's household or any guest or other person under the resident's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the resident or an affiliated individual of resident's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking. Nothing prohibits termination or eviction if CTHC can demonstrate an actual and imminent threat to other residents or those employed at or providing services to the complex where the resident resides if that resident is not evicted or terminated from assistance.

- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit without the prior written approval of the Consortium; and
- M. Other good cause. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

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

### ***21.3 SURRENDER OR ABANDONMENT***

- A. The Consortium will consider a unit to be surrendered on the date of the earlier of the following:
  - 1. All apartment keys have been turned in and rent is paid; or
  - 2. The move-out date has passed and no one is living in the apartment in our reasonable judgment.
- B. The Consortium will consider the unit abandoned when:
  - 1. Everybody appears to have moved out in our reasonable judgment; and

2. Clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; and
3. You've been in default for nonpayment of rent; or
4. You've not responded for two days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned; or
5. Fourteen (14) days have passed since the death of a sole resident.

Surrender or abandonment ends a resident's right of possession for all purposes and gives the Consortium the immediate right to enter the apartment to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment.

The Consortium or law officers may remove and/or store, but have no duty to store, property remaining in the apartment or in common areas (including any vehicles a resident or occupant or guest owns or uses) if a resident surrenders or abandons the apartment. Property may be (1) thrown away, if deemed worthless in our judgment; (2) given away to charitable or social service organizations; or (3) stored for resale 30 days after surrender or abandonment. Pets will be turned over to local or humane societies. If the Consortium stores property, we are not liable for casualty loss, damage, or theft. A resident may redeem their property by paying all delinquent rent and other charges, to include packing, removing, and storage charges.

#### ***21.4 RETURN OF SECURITY DEPOSIT***

After a family moves out, the Consortium will return the security deposit within 30 days or give the family a written statement of why all or part of the security deposit is being kept. The family is required to provide in writing a forwarding address. Failing to provide this information could delay the return of the security deposit or the written statement providing the disposition of the security deposit. The rental unit must be restored to the same condition as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

#### ***21.5 COMPLAINTS AND GRIEVANCE PROCEDURES***

Complaints and grievances shall be resolved in accordance with the Lease Contract.

#### ***22.0 VIOLENCE AGAINST WOMEN ACT (VAWA) PROCEDURES***

Although VAWA refers to women in its title, protections are afforded to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, or age.

## **22.1 VAWA NOTIFICATIONS**

The Consortium will provide Public Housing residents the HUD Notice 50066 and Section 8 residents the HUD Notice 91066 at the time the applicant is denied, during admission and with any notice of eviction or lease termination to inform applicants/residents of their VAWA rights.

## **22.2 VAWA CERTIFICATION PROCEDURES**

Residents are required to provide a HUD-approved certification form that the resident is a victim of domestic violence, dating violence, sexual assault, or stalking, or the effects of such actions, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the definitions of domestic violence, dating violence, sexual assault, or stalking. The certification shall include the name and any other needed information pertaining to the perpetrator if the name is known and is safe to provide.

The resident shall provide such certification to the CTHC within 14 business days of the Consortium's written request. If the certification is not received within 14 business days from the date of the CTHC's written request, nothing would limit the CTHC's ability to evict/terminate assistance. The Consortium may extend the 14 day deadline at its discretion. Alternatively, a resident may satisfy the certification requirement by:

1. Providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, mental health professional or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation; or
2. The victim produces a Federal, State, tribal, territorial, or local police or court record.

## **22.3 VAWA EMERGENCY TRANSFERS**

Victims of domestic violence may request an emergency transfer to another dwelling in an effort to increase their safety that is under another covered Consortium housing program. Reasonable confidentiality measures shall be utilized to ensure the locations of the new dwelling is not disclosed to the perpetrator of the violence. The transfer must be requested by the victim within 90 days of the violence incident and must result from the resident's reasonable belief that imminent harm from further violence will occur if they remain in the current dwelling.

Any transfer under this part is subject to the availability of another appropriate unit.

#### **22.4 VAWA LEASE BIFURCATION PROCEDURES**

The Consortium may bifurcate the lease to remove a lawful occupant or resident who engages in criminal acts of violence to family members or others without evicting victimized lawful occupants. If a victim cannot establish eligibility, the Consortium will allow 30 days for the victim to find new housing or establish eligibility under another covered housing program.

## GLOSSARY

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

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

**Americans with Disabilities Act:** The Americans with Disabilities Act of 1990 (42 USC 1210 et seq.)(24 CFR 5.100)

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

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

**Affiliated Individual:** With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, resident, or lawful occupant living in the household of that individual.

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

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

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

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

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

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

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

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

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

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

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

**Consent Form:** Any consent form signed by applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from applicants or participants to determine eligibility or level of benefits. (24 CFR 5.214)

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship.

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

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

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603)

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family

member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603)

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

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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. (24 CFR 5.403)

**Displaced Person:** 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. *[1937 Act]*

**Domestic Violence:** A felony or misdemeanor crime of violence committed by an intimate partner to include a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; 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. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

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

**Extremely low-income families:** Those families whose incomes do not exceed the higher of 30% of the median income for the area or the federal poverty level.

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

**Family:** an individual or group of persons regularly living together regardless of actual or perceived sexual orientation, gender identity, or marital status who live together and share resources. (24 CFR 5.403)

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

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

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the Consortium in accordance with the statutory changes made by HUD to comply with the regulatory requirements. Families selecting the flat rent option may have their income evaluated once every three years, rather than annually.

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

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603)

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

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

**Immediate Family Member:** A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in place of a parent or any other person living in the household of that person and related to that person by blood or marriage.

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



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

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

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403)

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603). The Consortium will use the Internal Revenue Service (IRS) Publication 502 as guidance in defining medical care and determining what to allow as a medical expense.

**Minimum Rent:** The minimum rent is used when 30% of the household's adjusted monthly income is less than the established minimum rent for the program. Public Housing minimum rent is \$50 and Section 8 minimum rent is \$25.

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

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603)

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603)

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

**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; two or more persons, who are at least 50 years of age

but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403)

**Net Family Assets:**

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

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

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

**Person with Disabilities (definition used for rent calculation, deductions, and eligibility):** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:  
  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or  
  
In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills

or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(8) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and expressive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, care, treatment, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated."

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

For purposes of eligibility, where eligibility is linked to disability status, a person whose disability is solely based on any drug or alcohol dependence is excluded. (24 CFR 5.403)

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

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

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

**Remaining Member of a Resident Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left.

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

**Resident Rent:** The amount payable monthly by the family as rent to the Consortium. Where all utilities (except telephone) and other essential housing services are supplied by the Consortium, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the Consortium and the cost thereof is not included in the amount paid as rent, resident rent equals total resident payment less the utility allowance. (24 CFR 5.603)

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

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family.

**Stalking:** As defined in VAWA Section 40002 of the Violent Crime Control and Law Enforcement Act of 1994 which states,

- A. "To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- B. In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed act, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person; or the spouse or intimate partner of that person, ..."

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

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

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

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Resident Payment (TRP):** Total resident payment for families is:

1. The amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated; or
  - d. The minimum rent.
2. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
3. Total Resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by the Consortium of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are

necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603)

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

### ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TRP	Total Resident Payment
VAWA	Violence Against Women Act (VAWA) Reauthorization