



Admissions and Continued Occupancy Policy

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ADMISSIONS & CONTINUED OCCUPANCY POLICY

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HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY INTRODUCTION AND STATEMENT OF LOCAL OBJECTIVES

The overall objective of the Harrisburg Housing Authority (HHA) is to provide low-income families housing that is decent, safe, sanitary and in good repair, on a continuing basis. Residents play an important role in the Authority's ability to accomplish that mission.

Selection and approval of residents and their continued occupancy of the units affects:

- A. Rental income;
- B. Maintenance of dwelling units;
- C. Safety and security of residents and HHA employees; and
- D. The impressions or perceptions HHA makes on the general public.

Consequently, it is essential that a PHA have written policies and procedures that provide for adequate screening of applicants and for continued occupancy of dwelling units by residents.

This document contains the Harrisburg Housing Authority's (HHA or Housing Authority) policies pertaining to the admission and continued occupancy of its residents. It is organized basically in the order of concerns that responsible HHA staff members encounter in selecting and recertifying residents. These policies include requirements in the Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and other civil rights requirements, HUD regulations, the Annual Contributions Contract, and state and local laws.

HHA staff members in the housing management area are primarily responsible for implementing the policies contained in the following sections of this document.

I. LOCAL OBJECTIVES

In addition to the general statement above, the Admissions and Continued Occupancy Policy, hereinafter referred to as the ACOP, is designed to achieve the following objectives:

- A. To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level;
- B. To operate a socially and fiscally sound public housing agency that provides drug-free, decent, safe and sanitary housing with a suitable living environment for residents and their families;
- C. To avoid concentrations of economically and socially deprived families in any one (1) or all of HHA's public housing communities;
- D. To lawfully deny the admission of applicants, or the continued occupancy of residents whose habits and practices reasonably may be expected to:
 - 1. Adversely affect the health, safety, comfort or welfare of other residents;
 - 2. Adversely affect the physical environment of the neighborhood; or
 - 3. Create a danger to HHA employees or other persons.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 1. NON-DISCRIMINATION AND PRIVACY REQUIREMENTS

In making decisions concerning admission and occupancy of dwelling units, HHA will comply with requirements against discrimination contained in Civil Rights legislation enacted in the 1960's and subsequent legislation concerning the disabled/handicapped and the aged. The following outlines HHA's general policy concerning the requirements and specific actions to be taken in the admission and occupancy process.

I. GENERAL POLICY

- A. HHA will not discriminate against any person or family because of race, color, creed, age, sex, religion, disability, national origin, or familial status, in any phase of the occupancy process. The occupancy process includes, but is not limited to, application processing, leasing, transfers, delivery of management and maintenance services, access to common facilities, treatment of residents and/or termination of tenancy.
- B. HHA will not deny admission to an applicant or participant who is or has been a victim of domestic violence or stalking, if the applicant otherwise qualifies for admission or assistance.
- C. There will be no intimidation or retaliatory actions by HHA or its staff against any applicant or resident because of participation in civil rights activities, or for having asserted any civil rights under statute, regulation, or requirements pursuant thereto.
- D. The race, color, or national origin of the residents of the dwelling units or of the staff will not be a factor in the assignment of managers and other staff responsible for the administration of the public housing program.
- E. HHA will abide by the nondiscrimination requirements of 24 CFR 960.203:
 - 1. Title VI of the Civil Rights Act of 1964 (*42 U.S.C. 200d*), which forbids discrimination based on race, color, religion, national origin, or sex in programs receiving Federal financial assistance. (*24 CFR part 1*);
 - 2. The Fair Housing Act of 1988 (*42 U.S.C. 3601–3619*), also prohibits discrimination in housing practices based on disability in residential real estate-related transactions. (*24 CFR parts 100, 108, 109, and 110*)
 - 3. Executive Order 11063 on Equal Opportunity Housing. (*24 CFR part 107*);
 - 4. Section 504 of the Rehabilitation Act of 1973 (*29 U.S.C. 794*), which prohibits discrimination based on disability in programs receiving Federal financial assistance. (*24 CFR part 8*);
 - 5. The Age Discrimination Act of 1975 (*42 U.S.C. 6101–6107*), which prohibits discrimination based on age in programs receiving Federal financial assistance. (*24 CFR part 146*);
 - 6. Title II of the Americans with Disabilities Act. (*42 U.S.C. 12101–12213*)
 - 7. Executive Order 13166 requiring agencies and grantees to take affirmative steps to communicate with people who need services or information in a language other than English. (Improving Access to Services for Persons with Limited English Proficiency [LEP])
 - 8. Obligation to Affirmatively Further Fair Housing. (*24 CFR § 960.103(b)* and *24 CFR § 903.7(o)*)
 - 9. Any applicable state laws or local ordinances; and
 - 10. Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

II. SPECIFIC ACTIONS

- A. HHA will not, on the grounds of race, color, creed, sex, religion, age, disability, national origin, or familial status:
1. Deny a person or family admission to housing;
 2. Provide housing which is different than that provided others, except for elderly and disabled where accessibility features may be required. HHA does not have handicap accessible units at Jackson Towers, Hillside Village or Morrison Towers;
 3. Subject a person to segregation or disparate treatment;
 4. Restrict a person's access to any benefit enjoyed by others in connection with housing programs;
 5. Treat a person differently in determining eligibility or other requirements for admission;
 6. Deny any person access to the same level of services provided to others;
 7. Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the housing programs;
 8. Intimidate, threaten, or take any retaliatory action against any applicant or resident because of a person's participation in civil rights activities or assertions of civil rights;
 9. Deny physically handicapped persons an opportunity to apply for housing;
 10. Assign employees in a way, which would result in discrimination against applicants or residents.
- B. HHA will:
1. Make sure that all employees of HHA, especially those who are involved in the admissions process, are familiar with discrimination and nondiscrimination requirements.
 2. Prominently display a fair housing poster at:
 - a. Each office where applications are taken; and
 - b. Each management office, except single-family dwellings.
 - c. Maintain information on the race, ethnicity (Hispanic or non-Hispanic), sex, and age of all applicants and residents.
- C. HHA will not discriminate in the rental, or otherwise make unavailable or deny, a dwelling to any renter because of a disability of:
1. The renter;
 2. A person residing in or intending to reside in that dwelling after it is rented, or made available; or
 3. Any person associated with that person.
- D. It will not discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
1. The renter;
 2. A person residing in or intending to reside in that dwelling after it is rented, or made available; or
 3. Any person associated with that person.
- E. When HHA has first contact with all applicants, staff will inquire whether they need some form of communication other than plain language paperwork.
- F. HHA will not make an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is rented or made available, or any person associated with that person has a disability, or make an inquiry as to the nature or severity of a disability of such a person. Further, HHA will not inquire whether an applicant or resident is capable of living independently. However this

paragraph does not prohibit HHA from making the following inquiries, provided that these inquiries are made of all applicants, whether or not they have disabilities:

1. an applicant's ability to meet the requirements of tenancy;
2. is qualified for a dwelling available only to persons with disabilities or persons with a particular type of disability;
3. is qualified for a priority available to persons with a particular type of disability should such priority be part of HHA's policies;
4. is a current illegal abuser or addict of a controlled substance, except that such persons who claim eligibility as disabled due to drug or alcohol abuse alone are not eligible for housing; or
5. has been convicted of the illegal manufacture or distribution of a controlled substance, or of any violent crime.

HHA will not permit these policies to be subverted to do personal or political favors. HHA will not offer units in an order different from that prescribed by this Policy, since doing so violates the policy, federal law and the civil rights of the other families on the waiting list.

- G. HHA will not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others. The detailed procedures in Section 7–Applicant Screening and Verification, of this policy, will describe how such individuals will be identified prior to occupancy.
- H. HHA will annually review its policies and procedures to assure compliance with all civil rights requirements.

III. SERVICE POLICY/REASONABLE ACCOMMODATION

- A. HHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing programs and related services.
- B. HHA will identify and eliminate situations and/or procedures that create barriers to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, HHA will make structural modifications to its housing and non-housing facilities and make reasonable accommodations or combinations of structural modifications and reasonable accommodations, to permit persons with disabilities to take full advantage of its housing program, provided that the modifications can be accomplished without undue financial and/or administrative burden. Should providing a request modification result in a fundamental alteration in the nature of the program or an undue financial and/or administrative burden, HHA need not provide that accommodation. However, HHA is required to provide any other accommodations that would not result in undue financial and/or administrative burden or fundamental alteration of the program. If HHA provides transportation to functions or activities, or if transportation is necessary for a person with disabilities to participate in such functions or activities, HHA must ensure that accessible transportation is provided to accommodate the person, and their attendant and/or family/friends.
- C. Requests for reasonable accommodations from persons with disabilities will be presented to the occupancy staff person assigned to the applicant/resident who will process the request and seek verification of the need for the accommodation. The accommodation will be granted upon receipt of third-party verification that the accommodation meets the need presented by the disability and does not result in substantial alteration of the program or create an undue financial or administrative burden on HHA. Should the request be denied, an applicant may request an informal meeting to appeal the decision and a resident may request a hearing under HHA Grievance Procedures.

- D. Reasonable accommodations will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.
- E. All HHA mailings will be made available in an accessible format, upon request, as a reasonable accommodation.
- F. A reliable and knowledgeable professional will verify all requests for accommodation or modification.
- G. HHA will make a reasonable effort to provide accessibility to individuals with long term but temporary disabilities, which limit their mobility or other major life activities. In such cases, their lease will specify that they will be required to relocate to another unit when the need for the accessibility features is no longer required. The temporary nature of the disability and the approximate length of time of disability will be verified through a qualified health services professional.
- H. HHA will not permit these policies to be subverted to do personal or political favors. HHA will not offer units in an order different from that prescribed by this policy, since by doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

IV. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to translate documents into other languages or Braille for the blind, HHA will consider the following factors:

- A. The number of applicants and tenants who do not speak English and speak the other language or need Braille for adequate understanding;
- B. The cost per client of translating the documents into the other language or Braille;
- C. The availability of translation and/or interpreter services in HHA's jurisdiction;
- D. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. Equally important, the documents will be simply and clearly written to enable applicants with learning or cognitive disabilities to understand as much as possible. It is also understood that many of the public housing related concepts might need to be explained more than once to applicants/participants. Sign language interpreters may be provided for hearing impaired applicants/residents if requested as a reasonable accommodation. For applicants/residents unable to read, intake/occupancy staff will read and explain orally anything they would normally hand to an applicant/resident to be read or filled out. Staff will assist in completing forms and other required documents for persons unable to write;
- E. At a minimum, HHA will prepare the following information in a clearly written and accessible format:
 1. Marketing and informational material;
 2. Application process information;
 3. The application form;
 4. All form letters and notices to applicants/residents;
 5. HHA's general policy regarding reasonable accommodations;
 6. New resident orientation materials;
 7. The lease and any applicable house rules;
 8. Guidance/ instructions on care of the housing unit;
 9. Information on opening, closing, and up-dating the waiting list;

10. All information related to applicant/resident rights (to informal/formal hearings, grievance procedures, etc.).

V. PRIVACY POLICY

A. It is HHA's policy to guard the privacy of the individual applicants and residents, in accordance with the Privacy Act of 1974, and to ensure the protection of those individual's records maintained by HHA. HHA shall not allow the disclosure of any personal information (including, but not limited to information on disability, drug or alcohol abuse/treatment or criminal background) contained in any of their records to any person or agency without the express written consent of the affected individual, or as required by law or regulation. However, this privacy policy in no way limits HHA's right or ability to collect such information as needed to determine applicant/resident eligibility, compute rent, or determine the applicant's suitability for tenancy or the residents' suitability for continued occupancy.

B. Violence Against Women Act (VAWA)

As required by the Violence Against Women Act (VAWA), HHA shall notify applicants and residents assisted under section 6 of the U.S. Housing Act of 1937 of their rights under the VAWA, including their right to confidentiality and the limits thereof.

HHA shall retain in confidence all information pursuant to Violence Against Women Act including the fact that an individual is a victim of domestic violence, dating violence and/or stalking.

The information shall neither be entered into any shared database nor be provided to any related entity, except:

1. To the extent that disclosure is requested or consented to in writing by the individual; or
2. Required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence; or
3. Is otherwise required by applicable law.

VI. CODE OF CONDUCT

In accordance with the Annual Contributions Contract, Section 19, Conflict of Interest, HHA has established a written code of conduct for conducting business in accordance with core values and ethical standards.

- ✓ Neither HHA, nor any of its contractors or sub-contractors may enter into any contract or arrangement in connection with tenant-based programs in which the following class of persons has any interest, direct or indirect, during tenure or for one (1) year thereafter:
 1. Any present or former member or officer of HHA, or any member of the officer's immediate family; exempted is any present or former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation;
 2. Any employee of HHA, any contractor or sub-contractor, any agent of HHA who formulates policy or who influences decisions with respect to HHA's programs;
 3. Any public official, member of a local governing body, or state or local legislator, or any members of such individuals' immediate family, who exercises, functions or has responsibilities with respect to HHA programs;
 4. Any member of the Congress of the United States;

5. Any member of the classes described in paragraph 1 of this section must disclose their interest or prospective interest to HHA and HUD.

HHA's Code of Ethics Policy prohibits solicitation or acceptance of gifts or gratuities, in excess of nominal value, by any officer or employee of HHA, any contractor or sub-contractor, or agent of HHA.

HHA shall adhere to this Code of Conduct and shall sanction and/or terminate any officer, employee, or agent for violations consistent with applicable state or local law.

The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 2. OUTREACH PROGRAM

I. OVERVIEW

- A. The purpose of HHA's outreach program is to inform eligible families of the availability of the public housing program and to attract a sufficient number and variety of applicants to fill all vacancies as they arise.
- B. HHA will conduct affirmative marketing to specified types and groups of families to assure that all eligible participants have an equal opportunity to utilize the program.
- C. It will also conduct other outreach efforts from time to time if it finds that certain categories of families are not making applications in sufficient numbers to keep dwelling units occupied.

II. PUBLIC NOTICE TO FAMILIES

- A. Each time HHA enters into an Annual Contributions Contract with HUD for new units, it will make known to the public, through publication in a newspaper of general circulation, minority media, and other suitable means, the availability and nature of its housing assistance for low and very low-income families, unless it has earlier suspended application-taking and the size of the new allocation of dwelling units does not warrant resumption of such procedures. The public notice will:
 - 1. Advise families where they may apply for the program;
 - 2. Give a brief description of the program;
 - 3. State that applicants must submit a written application if they wish to apply; and
 - 4. Itemize the income limits in the public notice, including the low-income limits up to 80% of the local area median income (AMI).

III. SPECIAL OUTREACH

- A. As needed, HHA will take affirmative action in marketing the program to assure that opportunities for program participation are adequately publicized to the following:
 - 1. Families identified by HHA as being among those least likely to apply. These families may include the frail elderly, homeless and disabled because of their inability to travel to HHA's application office.
 - 2. Families identified in the jurisdiction's Consolidated Plan as being expected to reside in HHA's jurisdiction because of present or planned employment.

IV. EQUAL OPPORTUNITY

All outreach efforts must be accomplished in accordance with the nondiscrimination requirements of federal and state laws, as well as HUD guidelines for fair housing, which require the use of the equal opportunity logotype, statement, and slogan.

V. PLANNING FOR OUTREACH

- A. Within the constraints of its financial resources and the number of applicants needed, HHA may utilize methods such as the following to attract eligible families:
1. Identify local resources for performing outreach functions, such as HHA staff, community groups and agencies, elements of city and county governments, colleges and universities;
 2. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, city and county offices, utility companies, day care centers, Salvation Army offices, Laundromats and senior citizen centers;
 3. Place news stories in daily and weekly newspapers and other local publications;
 4. Request public service announcements by local radio and television stations in English and any other language common to the area;
 5. Make oral presentations before organizations, groups and agencies that serve the elderly, handicapped, disabled, homeless, and victims of domestic violence;
 6. Place notices in church bulletins and newsletters; and
 7. Encourage applicants and residents to inform their friends and relatives about the public housing program.

VI. THE OUTREACH MESSAGE

- A. The outreach message will inform families of where, when, and how families may apply for the program, and will also include information about HHA's application procedures.
- B. HHA will stress characteristics of the housing program, which appeal to low-income families. Such characteristics as:
1. The rent is based on income and includes the cost of basic utilities (telephone, cable television, air conditioning and internet are not included); and
 2. That residents may own a pet (service animals for the disabled are allowed in any unit and are exempt from HHA's pet rules on size, weight, and type); and
 3. That dwelling units may be more attractive in appearance than the single-family homes or rental units where applicants may currently live.

VII. OUTREACH TECHNIQUES

- A. Family characteristics, ethnic backgrounds, income levels, ages, health, and employment opportunities are all among the various factors which influence family decisions on whether to apply for public housing. As needed, special efforts will be made to attract the following types of families when the numbers of residents in these categories are low in relation to all of the resident population.
1. Non-elderly, "working poor" families receiving no welfare or other public assistance income, and whose members are only marginally employed.
 - a. Such families are usually less knowledgeable about government assistance programs, and although eligible, may be reluctant to apply, since they perceive such assistance as "charity" or "welfare".
 - b. To attract working poor families, HHA will emphasize the confidentiality of the application and income/assets information; the objective of providing decent, safe, sanitary housing in good repair, and that having affordable housing may help a family get back on its feet and improve its financial prospects.

2. Elderly families whose heads, spouses, or sole members are 62 years of age or older.
 - a. Some senior citizens, like the “working poor” families, may be reluctant to apply for public housing because of pride in home ownership, records of having “made it on their own” before, and associating the program with “charity” or “welfare.”

Limited mobility, a desire to retain their possessions and remain in familiar surroundings, and incorrect information about having to sacrifice assets may all influence an elderly person’s decision on whether to apply for public housing.
 - b. To attract elderly families, HHA will use some of the same techniques it uses for “working poor” families, including the following:
 - i. contacting the elderly person or family personally;
 - ii. providing information to groups and organizations representing the elderly;
 - iii. taking applications at the elderly person’s home, if transportation is unavailable or mobility is a problem; and,
 - iv. enlisting the support and assistance of groups, organizations, and agencies representing the elderly.

3. Homeless Families

HHA will contact welfare agencies, churches, food centers, temporary homeless shelters, and other groups or locations serving homeless families.

4. Physically and mentally handicapped or disabled individuals and families, including persons who may be unable to complete an application without assistance.
 - a. The definition of elderly families includes a family whose head of household or spouse (or sole member) is an elderly or disabled person. The elderly family may include two or more elderly, disabled persons living together, or one or more of these persons living with one or more live-in aides.
 - b. In hardship cases, HHA may take applications at the home of applicants, or by mail, if requested to do so by applicants or their guardians.
 - c. It may encourage interested service agencies to assist such persons in the application process, and may contact organizations that provide services to the disabled, to explain the public housing program and distribute information and guidance on the program.
 - d. Dwelling units of any size may be used to accommodate elderly or disabled persons living alone, in pairs, or in small groups, in accordance with HHA’s Occupancy Standards (Section 10).
5. Families expected to reside in the locality because of planned employment. If additional families are needed to fill vacant units, HHA will:
 - a. Determine the approximate number of new families expected to reside in HHA’s jurisdiction;
 - b. Distribute pamphlets, brochures, posters and other types of information to places where the new family members will be employed, union offices, public transportation areas (if any), and in commercial establishments in surrounding areas;
 - c. Contact utility offices and city and county offices about the possibility of including HHA’s brochures in monthly statements mailed to families.
6. Involuntarily displaced families, such as those affected by new streets, roads or highways that make their current dwellings uninhabitable, or families whose rental apartments have been converted into other types of housing, such as condominiums, etc. Possible actions that can be taken include the following:
 - a. Monitor local news media reports of code enforcement, community re-development, rehabilitation, and new housing development;

- b. Participate in the meetings of local governing bodies to monitor the responses of affected families;
 - c. Contact the officials, agents, or representatives responsible for the new situations and offer assistance in providing housing for their affected clients; and
 - d. If possible, obtain the names and addresses of affected families and mail letters to them on housing programs.
7. Special efforts will also be directed towards minorities, agricultural workers, and people who already receive some other form of government assistance.

VIII. MONITORING AND EVALUATING OUTREACH EFFORTS

HHA will establish and maintain internal documentation and monitoring procedures, which enable it to analyze the effectiveness of its outreach program. For example, it may design an appropriate form and, as part of its application process, ask each applicant how they heard about the public housing program, especially families among the groups identified as those least likely to apply. Such procedures will help HHA determine the cost effectiveness of each method of outreach, as well as show where the outreach program needs to be improved, discontinued, or emphasized.

HHA ADMISSIONS & OCCUPANCY POLICY SECTION 3. APPLICATION FOR ADMISSION

HHA accepts applications for dwelling units at any public housing office location wherein HHA business is regularly conducted. The primary location of the Leasing Department is 2101 North Front Street, Building #3, Suite 101, Harrisburg PA 17011. Each person or family seeking admission to a unit must submit a written application. When the waiting list is open, HHA accepts applications during HHA business hours. Applicants may personally appear at the Leasing Department office with photo identification to check their status on the waiting list during HHA business hours.

During periods of time when application taking is closed, HHA will not maintain a list of individuals who wish to be notified when the wait list is reopened. However, may maintain a recorded message providing current information on when the wait list is expected to reopen.

Steps for processing applications are outlined below. Accessibility is available for persons with disabilities.

- A. Unless HHA's waiting list is closed, it will accept an application from any person or family who wants to apply, even if an informal discussion indicates the applicant may not be eligible.
- B. The application must be completely filled out in ink and signed by all adult members of the applicant family.
- C. Upon receipt of the application, an HHA representative will check it for completeness; dated and time-stamped and initialed as received. The application will then be referred to a central resident selection and assignment office for entry in the computer system and for processing.
- D. Each application will be processed to the extent necessary to determine whether the applicant is apparently eligible.
- E. HHA will notify all applicants for general occupancy developments constructed prior to 1978, especially those with children who are under six (6) years of age, of the dangers of lead-based paint poisoning, and whether blood lead level screening is available for those children. This will be done even though HHA may have completed all lead-based paint abatement requirements for all development units. Applicants will be asked if any of their children under six (6) years of age, who are tested, have an elevated blood lead level.
- F. The applicant will be advised to notify HHA if any of the applicant's children, less than six (6) years of age, who are tested, have an elevated blood lead level in the future.
- G. HHA may request documentation from the applicant needed to verify the information provided at the time the application is taken.
- H. In addition to obtaining information from the applicant, HHA will respond to questions from the applicant, and will provide whatever PHA-related information the applicant may desire. This may include information about the public housing program, the dwelling lease, and the number of bedrooms in units at various developments or sites.
- I. HHA will also inform applicants of any other housing assistance programs it administers. If the applicant is interested, HHA will advise the applicant how and where to apply for those programs. Applicants will also be advised about housing assistance programs in other localities, where available.

- J. HHA may take applications at more than one location, as long as the applications are processed at a central location/department. Applications may also be taken in outlying areas, on specific days.
- K. HHA will make special arrangements to take the applications of persons who are unable to come to the office, such as elderly, or persons with disabilities. It may also utilize other locations as will afford applicants the greatest opportunity to exercise their rights under the resident selection and admission policies and procedures. The staff may make accommodations for elderly, disabled and other families including, but not limited to, making a home visit, accepting applications on behalf of applicants from social service agencies, mailing an application to the family, accepting applications electronically or by telephone, etc.
- L. HHA will inform all applicants of the availability of any local preferences, and will give all applicants an opportunity to show they qualify for a preference.
- M. If HHA determines that the notification of the availability of any local preferences to all applicants on a waiting list is impractical because of the length of the list, it may provide this notification to fewer than all applicants on the list at any given time.
- N. HHA will, however, have notified a sufficient number of applicants at any given time that, on the basis of its determination of the anticipated number of admissions:
 - 1. There is an adequate pool of applicants who are likely to qualify for local preferences; and
 - 2. It is unlikely that, on the basis of HHA's criteria for applying the local preferences, that any applicant who has not been notified would receive assistance before those who received notification.
- O. In the application screening or admission of all applicants and residents, HHA will apply the definitions of "standard, permanent replacement housing", "involuntary displacement", "substandard housing", "homeless family", "family income", and "rent" set forth in HHA's *Definitions* Section of these policies.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY SECTION 4. RECORD OF APPLICATIONS AND WAITING LIST

The following are procedures for documenting actions taken by HHA employees in processing applications for dwelling units.

I. COMMUNITY-WIDE WAITING LIST

Each applicant will have the option of having their name placed on HHA's Record(s) of Applications/Community-Wide Waiting List, based on any applicable preferences and the date and time the application is received. HHA will assure that at least **40%** of new admissions are families with incomes at or below **30%** of local area median income (extremely low income families). Annual family income will be recorded on the waiting list.

II. RECORD OF APPLICATIONS

A. HHA will indicate on the Record of Applications/Waiting List:

1. The applicant's name;
2. Date and time of application;
3. Unit size required based on HHA occupancy standards;
4. Whether the applicant is eligible or apparently ineligible;
5. The applicant's preferences and total preference points;
6. Applicants on the waiting list shall contact HHA at least every 12 months to confirm interest, qualifications, and application renewal.

B. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, other statutory requirements and HUD regulations and policies, HHA will make offers from the Record of Applications/List of Selected Applicants and/or Ready Pool Applicants only based on the date and time of application, local preferences, and applicable rent targeting criteria or date entered the Ready Pool.

III. ORGANIZATION OF THE WAITING LIST

A. The Record of Applications/Waiting List will be organized in a manner that HHA can easily identify the date and time the application was submitted, the applicant's preferences for admission (based on the local preferences), the size and type of unit required, and other decision-making factors.

B. HHA shall not solicit a statement from any applicant regarding his or her desire to live in a particular development or group of developments.

C. All waiting lists will be community-wide in scope except the designation of Jackson Towers, Lick Towers and Morrison Towers as elderly only. Such a policy has been duly adopted by the Board of Commissioners.

D. HHA may have one (1) waiting list for mixed occupancy developments for the elderly and another for general occupancy developments, provided it permits an elderly family to be listed on either or both lists, if unit size and type are appropriate.

- E. In order to achieve HHA's goal of income targeting and income mixing, wait list skipping and other incentives such as waiver of pet fees or security deposits, assignments of units based on one person per bedroom, etc. may be adopted by HHA. The Board of Commissions may adopt a separate policy. At such time, that policy will be incorporated into this document by reference.

IV. UPDATING THE WAITING LIST

- A. HHA will update (purge) its waiting list at least once every 12 months and when there are changes, in order to remove the names of applicants who are no longer interested in being admitted, who no longer qualify for admission, or who cannot be located.
- B. HHA will document the reason for removing any applicant's name from the waiting list(s).
- C. HHA requires applicants:
1. To report, in writing, any changes in family composition or circumstances, and any significant changes in income or assets which would affect the family's eligibility, the type of development, the size and type of unit needed, or the family's preference category for admission. A verified change in preference status may result in the applicant being moved up or down on the waiting list; and
 2. To report, in writing, in person, at least every 12 months, whether they are still interested in being admitted to public housing. If there is no response to HHA's efforts to contact the applicant they will be removed from the waiting list and their application withdrawn.
- D. HHA will remove an applicant's name from the waiting list(s) under any one (1) of the following conditions:
1. If the applicant is currently adequately housed in an HHA dwelling;
 2. The applicant requests that their name be removed;
 3. The applicant has been clearly advised of a requirement to inform HHA of the applicant's continued interest by a particular time, and failed to do so;
 4. HHA has made reasonable efforts to contact the applicant to determine if there is continued interest, however, has been unsuccessful in locating the applicant;
 5. The applicant has been clearly advised in writing, of a requirement to provide additional information/documentation and failed to do so in the required timeframe;
 6. HHA has made reasonable efforts to contact the applicant to schedule interviews necessary to complete the application process or to obtain information necessary to process the application, and the applicant has failed to respond;
 7. The applicant fails to keep a scheduled interview or provide necessary information for application processing or waiting list maintenance;
 8. HHA has notified the applicant of its intention to remove their name from the waiting list because the applicant no longer qualifies for public housing;
 9. The applicant fails to complete any required resident orientation/classes;
 10. The applicant fails to pay an existing utility balance resulting in denial of service by the utility supplier;
 11. If, after initial determination of eligibility, a member of the applicant family has:
 - a. a conviction as a sex offender or becomes required by law to register as a sex offender;
 - b. become involved in drug or violent criminal activity as determined by a preponderance of evidence;
 - c. perpetrated domestic violence including dating violence or stalking. Family members who were involved in such acts as victims may be considered for admission only if the perpetrator is no longer in the household.

12. The applicant fails to pay an outstanding balance owed to HHA within a reasonable time;
13. The applicant fails to satisfy the tenant selection criteria as outlined in this policy.

HHA will notify the applicant of the rejection in writing and advise him/her of their right to an informal review/hearing.

- E. Any applicant withdrawn from the public housing wait list (without good cause) shall not be eligible to reapply for public housing with HHA for a period of 90 days.
- F. HHA will take the following actions when updating the waiting list:
 1. Mail a notice to each applicant on the waiting list advising them of the need to update their application and including an update form/letter to be completed and return to HHA;
 2. Applicants will have 10 calendar days from the date of the notice/letter to respond by mail or in person;
 3. If applicant fails to respond to either the update letter or if the letter is returned postmarked by the Post Office as undeliverable, HHA will withdraw their application;
 4. If the reason an applicant does not respond to HHA's attempt to contact him/her is related to a disability, HHA will, as a reasonable accommodation, reinstate the applicant in their former position on the waiting list.

V. CLOSING THE WAITING LIST

- A. HHA will not close all or part (by bedroom size) of its waiting list unless it is no longer accepting any additional applications. HHA may close all or part (by type of development, or size and type of dwelling unit) of the waiting list if:
 1. There are enough applicants to fill expected vacancies over a period of one (1) year, and;
 2. New applicants with preferences would not qualify before other applicants with preferences already on the waiting list.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 5. ELIGIBILITY REQUIREMENTS

To be eligible for HHA dwelling units, applicants must meet certain basic requirements concerning familial status, income, and background. Those requirements are outlined below.

I. GENERAL ELIGIBILITY REQUIREMENTS

HHA will determine whether an applicant for participation in the low-rent housing program:

- ☞ Qualifies as a family;
- ☞ Is income-eligible;
- ☞ Has disclosed and verified Social Security numbers of each applicant household member;
- ☞ Is a U.S. Citizen or National, or meets eligible non-citizen immigrant status; and
- ☞ Has no history of drug/alcohol abuse and/or record of any violent crime(s).

A. Definition of a Family

The applicant must qualify as a family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
2. Two (2) or more persons who are not related by blood, marriage, adoption, guardianship or operation of law, but are regularly living together, can verify shared income or resources over a period of six (6) months, and who will continue living together in HHA housing;
3. An elderly family – a family whose head, spouse or sole member is a person who is at least 62 years of age. It may include two (2) or more persons who are at least 62 years of age living together, or one (1) or more persons who are at least 62 years of age living with one or more live-in aides;
4. A near-elderly family – a family whose head, spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) 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 (1) or more live-in aides;
5. A disabled family – a family whose head, spouse or sole member is a person with disabilities. It may include two (2) or more persons with disabilities living together, or one (1) or more persons with disabilities living with one (1) or more live-in aides;
6. A displaced family – a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws;
7. A single person who is not an elderly or displaced person, or a person with disabilities;
8. The remaining member of a resident family.

NOTE: The definition of a live-in aide is a person who resides with one (1) or more elderly persons or 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.

II. SPECIAL ELIGIBILITY PROVISIONS RELATING TO APPLICANTS REQUIRING A LIVE-IN AIDE

The live-in aide must submit information as requested and be reviewed by management for eligibility under the Tenant Selection criteria of this policy, including the same screening as required by applicant households. If HHA determines an individual proposed as a live-in aide to be ineligible, the resident or applicant may propose an alternate live-in aide for screening or may appeal HHA's determination to a review officer.

Unit Size Consideration: The applicant or resident and live-in aide may each be allocated a separate bedroom. However, because of no availability of two (2)-bedroom units in mixed (elderly-only) population communities, HHA may allow the resident or applicant to choose from the following options with the understanding that transfer requests will not be honored after occupancy:

1. To be considered for a one (1)-bedroom unit in a mixed population community;
2. To be considered for a two (2)-bedroom unit in a general occupancy community.

A live-in aide who has been approved for occupancy by management is added to the lease by means of a live-in aide amendment. This amendment specifically states that a live-in aide does not have rights to occupy an HHA unit as the Remaining Member of a tenant family, if the primary resident vacates the unit or dies.

The primary resident is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.

III. INCOME ELIGIBILITY

A. Overall Income Eligibility for Admission

No family other than a low-income family as defined in regulations is eligible for admission to Low-Rent Public Housing units. An exception to this regulation may be made by PHAs with 250 or fewer units if they have no eligible applicants and advertising does not result in additional eligible applicants. At least 40% of new admissions annually must be extremely low-income families (families whose incomes fall at or below 30% of the local area median income). This includes families who, at the time of application and/or admission, have no countable income. See the policies applicable to applicants reporting "zero" income.

B. Family Income

A family's annual income, at the time of admission, may not exceed the income limits established by HUD and published in the Federal Register applicable to HHA's jurisdiction.

C. Reporting Requirements

HHA shall comply with HUD prescribed reporting requirements so that HUD may maintain reasonably current data. Records of admissions for low-income families must be maintained by HHA to ensure that admission requirements and targets are met.

D. Prohibition

HHA shall not commence eviction proceedings or refuse to renew a lease based on the income of the resident family unless:

1. It has identified, for possible rental by the family, a unit of decent, safe, and sanitary housing in good repair, of suitable size, available at a rent not exceeding the tenant rent; or
2. It is permitted to do so by state or municipal law.

IV. BACKGROUND FACTORS LIMITING ADMISSION

The following background factors will limit admission of families who have as a household member any of the following:

1. Person(s) convicted of manufacturing or producing methamphetamines on the premises of any assisted housing is **permanently** denied admission to public housing. HHA will not waive this criterion;
2. Any person determined to be using an illegal substance will be denied admission;
3. Persons believed to be abusing alcohol in a way that will interfere with the safety or right to peaceful enjoyment of other residents will be denied admission;
4. Any household with a family member subject to a lifetime registration under a state sex offender registration act will be denied admission. HHA will not waive this criterion;
5. Any person determined to be fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor. HHA will not waive this criterion;
6. Any person violating a condition of probation or parole imposed under Federal or State Law. HHA will not waive this criterion;
7. Any person currently adequately housed in an HHA-owned dwelling will be denied admission.

HHA may waive the denial of admission if the abuser can demonstrate successful completion of a rehabilitation program acceptable to HHA. *However, no exception will be made for persons convicted of methamphetamine production or manufacture; those subject to the sex offender registration requirements, those fleeing to avoid prosecution or in violation of parole or probation conditions.*

V. MANDATORY DISCLOSURE AND VERIFICATION OF SOCIAL SECURITY NUMBERS (SSN)

Prior to admission, all family members must disclose the social security number assigned to each member by the Social Security Administration. This includes any SSN assigned to applicant/participant family members under other SSN assigned to applicant/participant family members under any other names. The family must provide assigned numbers for newborns within 60 days.

All household members approved by HHA to be added after admission are required to disclose and provide documentation of social security numbers at the time the request is made to add the member.

Elderly family members are required to provide their social security numbers and may be granted a 60-day extension if needed for them to provide verification of their numbers.

Should a family member not have a social security number, they must certify that they do not, in fact, have a number.

A. Penalties for failure to disclose and/or provide documentation of the social security number

In accordance with 24 CFR §5.218, the following penalties apply for noncompliance with the social security number disclosure and documentation requirements:

1. Applicants

HHA shall deny the eligibility of an applicant if each member of the household who is required to disclose their SSN fails to disclose and/or provide documentation of their individual SSN.

If the family is otherwise eligible to participate in the public housing program, HHA shall allow the family to maintain their position on the waiting list for a period of 60 days to permit the family to obtain and disclose the required SSN information. During this period, if a unit becomes available and the household members have not disclosed their SSN, HHA shall offer the available unit to the next eligible applicant family on the waiting list.

2. Program Participants

HHA shall terminate the tenancy of the entire household of a public housing participant family if the household members who are required to disclose and document their SSN fail to do so.

If the family is otherwise eligible for continued occupancy, HHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date HHA determines the family to be noncompliant with SSN disclosure and documentation. If HHA determines:

- a. the failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
- b. there is reasonable likelihood that the family will be able to disclose the SSN and provide documentation of the SSN by the deadline,

HHA shall terminate the tenancy of the entire household if the family is unable to comply with the requirements by the specified deadline.

B. Verification of Social Security Numbers

Social security verification requirements are outlined in 24 CFR §5.210–5.238 – Disclosure of Social Security and Employer Identification Numbers.

SSN for each household member must be disclosed as a condition of eligibility by all applicants and tenants in the public housing program (24 CFR § 5.216).

Exceptions to this requirement are:

1. Those individuals who do not contend to have eligible immigration status;
2. Existing tenants as of January 31, 2010 who have previously disclosed their SSN and HUD has determined the SSN to be valid. HHA shall confirm HUD's validation of the tenant's SSN by viewing the household's EIV Summary Report or the EIV Identity Verification;
3. Existing tenants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption shall continue even if the individual moves to a new assisted unit.

HHA shall request applicants and tenants to disclose and provide documentation of each household member's SSN in the following acceptable forms:

1. Original SSN card issued by the Social Security Administration (SSA);
2. Original SSA-issued document, which contains the name and SSN of the individual, or
3. Original document issued by a federal, state, or local government agency; which contains the name and SSN of the individual.

If an applicant or resident is able to disclose the SSN but cannot meet the documentation requirements, the applicant or resident must sign a self-certification to that effect. The applicant/resident or family member will have an additional 60 calendar days to provide proof of the SSN. If the documentation is not provided, the family's lease may be terminated and the family evicted or the applicant not admitted.

C. Rejection of Documentation

HHA may reject the documentation of the SSN provided by the applicant or tenant for the following reasons:

1. The document is not an original document; or
2. The original document has been altered, mutilated, or not legible; or
3. The document appears to be a forged document (does not appear to be authentic).

HHA shall explain to the applicant or tenant the reason(s) the document is not acceptable. HHA shall then request the individual to obtain acceptable documentation of the SSN and submit the document to HHA within 30 days.

HHA shall verify the SSN via the EIV Summary Report or the EIV Income Report and shall maintain a copy of the report in the family file as confirmation of compliance with SSN disclosure, documentation, and verification requirements. Once the household member's SSN verification status is classified as verified, HHA may remove and destroy (by shredding or burning) the copy of the acceptable form of documentation from the family file not later than by the next annual recertification of family income and composition. Retention of the EIV reports in the tenant file shall be considered adequate.

D. Individuals without an assigned SSN

Examples of some individuals who may not have a SSA assigned SSN are listed below. This list is not all-inclusive.

1. Newborn children
 - ✓ New born children will be issued a SSN upon SSA confirmation of birth.
2. Non-citizens lawfully present in the U.S.
 - ✓ Non-citizens lawfully present in the U.S. will be issued a SSN upon SSA confirmation of the individual's DHA documentation or confirmation that the individual is required by law to provide a SSN in order to receive assistance benefits that they already have qualified for.
3. Non-citizen unlawfully present in the U.S.
 - ✓ Non-citizens unlawfully present in the U.S. cannot be assigned a SSN.

HHA shall require that a citizen or lawfully present non-citizen who state that they have not been assigned a SSN by the SSA to make such declaration in writing and under penalty of perjury. The self-declaration shall be maintained in the applicant/resident file.

E. Addition of a new household member

1. A new household member at least six (6) years of age:

When a family requests to add a new household member who is at least six (6) years of age, the family must disclose to HHA the assigned SSN of the new household member and provide HHA with the acceptable form of documentation at the time of such request. If the family is unable to provide HHA with the required documentation of the SSN, HHA will not add the new household member until the family provides such documentation.

2. A new household member under the age of six (6) years:

If a family requests to add a new household member under the age of six (6) years old, and do not have an assigned SSN, the family shall be given 90 calendar days of the child being added to the household to provide the assigned SSN and acceptable form of documentation.

If HHA determines that the family was not able to comply with the SSN disclosure and documentation requirement due to circumstances that could not have reasonably been foreseen and/or were outside the control of the family, HHA will, as required, grant the family an additional 90 days to comply. Examples of circumstances outside the control of the family include but are not limited to:

- ✓ Delayed processing of SSN application by SSA;
- ✓ Natural disaster;
- ✓ Fire;
- ✓ Death in the applicant/tenant household.

HHA shall require the family to provide documentation of the above stated circumstances.

During the allotted time that HHA is providing the family to comply with the SSN disclosure and documentation requirements, the child shall be included as part of the assisted household and shall be entitled to all the benefits of being a household member.

If the family does not comply with the SSN disclosure and documentation requirements by the expiration of the allotted time provided to the family, HHA shall terminate the family's tenancy.

VI. MANDATORY AUTHORIZATION FOR THE RELEASE OF INFORMATION/PRIVACY ACT NOTICE

Each member of the applicant/resident family who is 18 years of age or older, MUST sign an Authorization for the Release of Information/Privacy Act form (HUD-9886) annually authorizing HUD and HHA to request information from specified sources necessary to verify the household's income. A household member who turns 18 during the year will be required to sign a HUD-9886 at the family's next annual or interim recertification.

VII. U.S. CITIZEN/U.S. NATIONAL OR ELIGIBLE NON-CITIZEN IMMIGRATION STATUS

All applicants for public housing who are admitted after June 19, 1995, must meet the following requirements:

A. U.S. Citizen or U.S. National

All U.S. citizens must sign a declaration of U.S. Citizenship or status as a U.S. National.

B. Non-Citizen

1. For non-citizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996; or applying for assistance on or after that date, the evidence consists of:
 - a. a signed declaration of eligible immigration status; and
 - b. proof of age document.
2. For all other non-citizens:
 - a. a signed declaration of eligible non-citizen immigration status;
 - b. provide original documents which verify status; and
 - c. sign a verification consent form.
3. All declarations submitted after November 26, 1996 will be verified.

Every adult family member must sign either a declaration of U.S. Citizenship or eligible immigration status. For each child, an adult who is responsible for the child and who is residing in the assisted dwelling unit, must sign a declaration. The family must identify in writing, any household members who do not claim to have eligible status.

C. Delays for Non-Citizens

1. Housing Assistance to an applicant family may not be delayed or denied based on delays by HHA, HUD, or CIS. However, HHA will delay or deny assistance to a family until at least one (1) family member has been determined eligible for assistance.
2. Other events causing denial of assistance are:
 - a. Evidence of citizenship (i.e., the declaration) and eligible immigration status is not submitted by the date specified in the written notice or by the expiration of any extension granted in accordance with a written notice of an extension period; or
 - b. Evidence of citizenship and eligible immigration status is timely submitted, but CIS primary and second verification does not verify eligible immigration status of a family member; and:
 - i. the family does not pursue CIS appeal or HHA informal hearing rights as provided in this section; or
 - ii. the CIS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.
3. A notice of denial or termination of assistance shall inform the family;
 - a. That financial assistance will be denied or terminated with the reasons for the denial or termination; and
 - b. That they may be eligible for prorated assistance; and
 - c. That they have the right to request an appeal to the CIS of the results of the secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal in accordance with CIS appeal procedures to CIS; and
 - d. That the family has the right to request an informal hearing with HHA within 14 days either upon completion of the CIS appeal or in lieu of the CIS appeal; and
 - e. The notice will also inform the family that HHA cannot overrule the CIS decision regarding eligible immigration status.

D. Appeal to CIS

1. Submission of the request for appeal. Upon receipt of notification by the responsible entity that CIS secondary verification failed to confirm eligible immigration status, the responsible entity shall notify the individual or family of the results of the CIS verification. After notification of the CIS decision on appeal, or in lieu of an appeal request to the CIS, the individual or family may request that the responsible entity provide a hearing. This request must be made either within 30 days of receipt of the notice described in paragraph (d) of Section 5.514, or within 30 days of receipt of the CIS appeal decision issued in accordance with section 5.514 (e). The request for appeal shall be made by the family by communicating that request in writing directly to the CIS. The family must provide the responsible entity with a copy of the written request for appeal and proof of mailing. For good cause shown, the responsible entity shall grant the family an extension of the time within which to request an appeal.
2. Documentation to be submitted as part of the appeal to CIS. The family shall forward to the designated CIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the CIS document verification request form G-845S (used to process the secondary verification request) or such other form specified by the CIS to record immigration status verification results. HHA will provide the family a copy of the G-845S, which documents the ineligible status of a family member.
3. Decision by CIS
 - a. When the decision will be issued. The CIS will issue to the family, with a copy to the responsible entity, a decision within 30 days of the receipt of documentation concerning the family's appeal of the verification of immigration status. If, for any reason, the CIS is unable to issue a decision within the 30-day time period, the CIS will inform the family and the responsible entity of the reasons for the delay.
 - b. Notification of the CIS decision and of informal hearing procedures. When HHA receives a copy of the CIS decision, HHA shall notify the family of its right to request an informal hearing on HHA's ineligibility determination in accordance with the informal hearing procedures previously noted, if the family has not been admitted. If the family has been admitted, pending all appeals, the grievance procedure will be used for the appeals process.
4. There will be no delay, denial or termination of assistance until completion of the CIS appeal process and/or HHA appeal of a family member's ineligible status is completed;

E. Non-Eligible Immigration Status

Individuals who contend not to have eligible immigration status must identify themselves to HHA that they elect not to provide documentation of eligible immigration status or sign a declaration of eligible non-citizen immigration status. However, family members must identify, in writing, to HHA, the family member(s) who will elect not to contend having eligible status. Family members who elect not to provide documentation concerning eligible non-citizen immigration status shall be required to comply with other program requirements or assistance may be denied to the entire applicant family.

If a family member has chosen not to contend to have eligible immigration status, HHA may admit the family under PRORATED ASSISTANCE. See the section noted PRORATED ASSISTANCE to determine how the family's rent will be calculated.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY SECTION 6. SELECTION POLICIES AND PREFERENCE SYSTEM

HHA has established and adopted tenant selection policies to ensure admission of only qualified applicants into dwelling units. The policies are in accordance with HUD regulations (24 CFR, Part 960.204) and sound management practices. In selecting applicants for dwelling units, personnel will be guided by the following procedures and requirements established for local preferences. It is also HHA's policy that if an applicant qualifies for a preference, they are still required to meet HHA's overall selection criteria. Those policies, procedures and requirements are listed below:

- ↻ Be based on local housing needs and priorities as determined by HHA using generally accepted data sources, including its waiting list, public comment on HHA's Annual Plan, and requirements of the Consolidated Plan of the City of Harrisburg, PA;
- ↻ Provide a preference for victims of domestic violence;
- ↻ Match characteristics of an applicant family with the type of unit available, i.e. number of bedrooms;
- ↻ Select a family with household members who are disabled and give preference by assigning a unit with the special accessibility features needed by those family members;
- ↻ Provide preference to elderly and/or disabled families for units in a public housing mixed population (formerly designated elderly) developments;
- ↻ Attain, to the maximum extent feasible, a tenant body in each community that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families;
- ↻ Preclude admission of applicants whose habits and practices may be expected to have a detrimental effect on residents of the community environment;
- ↻ Give a preference in selection of tenants to applicants who qualify for a local preference, in accordance with 24 CFR Part 5;
- ↻ Not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., unwed mothers or families with children born out of wedlock), nor apply any criteria or consider any information pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied or information considered in administering this policy shall related solely to the attributes/behavior of the individual members of the family being considered for assistance;
- ↻ Assure that selection by HHA among otherwise eligible applicants is objective and reasonable;
- ↻ Provide that a family that is on the Section 8 waiting list will not lose its place on that waiting list by applying for admission to the public housing developments;
- ↻ Be consistent with HHA's responsibilities as a public body; and,

- ✎ Be in compliance with State, local and Federal laws and regulations, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, the provisions of the Annual Contributions Contract between HUD and HHA, and 24 CFR Part 5.210–5.238, “Disclosure and Verification of Social Security Numbers and Employer Identification Numbers by Applicants and Participants in Certain Housing Assistance Programs.”

Applicants must meet the Tenant Selection Criteria and Eligibility Requirements (defined in Section 7 of these Policies) in order to be qualified for admission.

I. PREFERENCE SYSTEM

HHA has adopted a system of local preferences for selection of families admitted to the public housing program. The system of selection preferences must be based on local housing needs and priorities as determined by HHA. In determining such needs and priorities, HHA used generally accepted data sources. Such sources included public comment on the Agency Plan and the Consolidated Plan for the City of Harrisburg.

Such preference policies and procedures will:

- ✓ Be duly adopted;
- ✓ Be made known to the applicant on the waiting list through written notification and applicants will be given an opportunity to show that they qualify for such preference(s). If it is not feasible to notify all applicants because of the length of the waiting list, HHA may provide this notification to fewer than all applicants at any given time;
- ✓ Be publicized by posting copies in each office where applications are received, and by furnishing copies to applicants or residents upon request;
- ✓ Be specific and describe in detail the criteria, standards and preferences to be applied; and,
- ✓ Provide for verification and documentation of information relevant to the acceptance or rejection of an applicant.

HHA will select and house residents in accordance with the following preferences and priorities, in the order listed.

A. Limitations on Admission

1. HHA may limit the number of applicants that qualify for:
 - a. local preferences; and
 - b. types of communities and units available.
2. Occupancy Standards (limitation on the minimum and maximum number of household members permitted to live in dwelling units of specified sizes), in accordance with Section 10 of this policy.

The implementation of local preferences is subject to HUD requirements concerning income targeting, de-concentration, and income mixing and selection preferences for developments designated exclusively for elderly or disabled families or for mixed population developments.

B. How Preferences Are Calculated

The preferences listed below will have the stated weight and are all equally important. A total of 55 cumulative points are available for applicants families for the areas in which they qualify.

C. Local Preferences – 10 Point Value Each

The local preferences listed below will have the same relative weight and importance, and can equal 50 cumulative points total. Applicants qualifying for the below preferences will have 10 points added as ranking preferences for areas in which applicants additionally qualify.

1. Involuntary displacement;
2. Families that include victims of domestic violence.
3. Homeless;
4. Applicant families whose head of household or spouse is employed or has a bona fide offer for employment (this preference will not be based on the amount of earned income and HHA may not prefer higher income families over the families with lower incomes to occupy a development or unit except to the extent that HHA has identified the need to implement economic de-concentration and income targeting);
5. Veterans or immediate families of veterans;

D. Ranking Preferences – 5 Point Value Each

The ranking preference listed below will entitle the applicant family to 5 points total.

1. Residents of the City of Harrisburg, Pennsylvania.

E. Disabled Preferences

1. In selection of families to occupy units with special accessibility features for persons with disabilities, HHA must first offer such units to families, which include persons with disabilities who require such accessibility features.

F. Preference Requirements

Requirements or preferences for those living in the jurisdiction of HHA at the time of application are permissible, subject to the following:

1. No requirement or preference may be based upon the identity or location of the housing which is occupied or proposed to be occupied by the applicant, nor upon the length of time the applicant has resided in the jurisdiction; and
2. A residency preference may not have the “purpose or effect” of delaying or otherwise denying admission to a development or unit based on the race, color, ethnic origin, gender, religion, disability or age of any applicant family member; and
3. “Residency preference” refers to admission of persons who reside in a specific geographic area, which may not be an area smaller than a county or municipality.

II. DATE AND TIME OF APPLICATION, IN EACH OF THE ABOVE CIRCUMSTANCES.

- A. Applicants who meet all the eligibility requirements and who qualify for a preference will be assisted first, according to the date and time of application, which shall act as a tiebreaker.
- B. After all applicants with verified preferences are assisted; HHA will then contact the applicant families who are next on the waiting list according to date and time of application.

C. Other Applicants

If HHA has too many applicants who do not claim any preferences, it may close a waiting list completely by type of development, or size and type of dwelling unit, as appropriate.

D. HHA will not close a waiting list:

1. If closing the list would have a discriminatory effect that would be inconsistent with applicant's civil rights/laws; and
2. Unless it publicly announces any decision to suspend or to restrict the taking of applications.

E. HHA will not reopen the waiting list until it publicly announces through local newspapers when it will resume the taking of applications.

F. Prior to closing a waiting list, HHA will assure that it has sufficient applications to fill expected vacancies for a minimum of one (1) year.

III. OPENING THE WAITING LIST

A. The opening of the waiting list shall be announced through public notices as follows:

1. The notice shall be placed in a newspaper of general circulation, in a minority publication and in plain view in the leasing office;
2. Postings may be made at locations throughout the community and may be sent to social service agencies;
3. The notices shall contain where and when interested parties can apply;
4. The notice shall state limitations on who may apply (i.e. residents of jurisdiction, working families, extremely low-income, etc.);
5. The notice shall contain the Equal Opportunity Housing logo and non-discrimination statement in the advertising message.

IV. APPLICANT FILES

A. HHA will establish and maintain an applicant file containing information on each applicant household. Such files will be retained for at least three (3) years after the audited submission of the Public Housing Assessment System (PHAS) application for that year.

B. Material secured under a criminal background check or drug treatment center check will be retained in the applicant file in a secure location under lock and key. Following a decision on applicability of an applicant, the criminal background check, and drug treatment program information will be removed from the applicant file and maintained by the leasing supervisor under lock and key for any future reference or filing of a civil lawsuit or litigation. This procedure is subject to delay only if the applicant requests an informal hearing with respect to denial of their application based on information received from either source.

C. Applications and material submitted by the family will be retained for a minimum of five (5) years if there is a U.S. Citizenship & Immigration Services (CIS) [formerly the Immigration and Naturalization Service INS] appeal and/or an informal hearing with HHA concerning the citizen/non-citizen documentation. The files will contain the following:

1. The original application for financial housing assistance;
2. Photocopies of any original documents (front and back), including original CIS documents. (Under no circumstances will photocopies of Federal checks be made or retained in applicant/tenant files);
3. The signed verification consent form;
4. The CIS verification results (both primary and, if applicable, secondary);
5. The request for a CIS appeal;
6. The final CIS determination;
7. The request for a HHA informal review; and
8. The final HHA informal review decision.

D. Applications and material submitted by the family or obtained by HHA will be retained for a minimum of one (1) year if the application was withdrawn or the family was found ineligible.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 7. APPLICANT SCREENING AND DENIAL OF ADMISSION

I. APPLICANT SCREENING

- A. HHA will conduct, or cause to be conducted uniform comprehensive background checks on all adult applicants and appropriate household members. At a minimum checks will include criminal, drug-related and credit history; registration as a sex offender; housekeeping practices; rent payment practices and previous tenancies.
- B. The screening criteria of applicants and members of their household are designed to ensure the applicant's ability and willingness to comply with the basic rules of tenancy as well as guarantee the de-concentration of families with serious social problems. The information considered will be reasonably related to whether the conduct of the applicant in present or prior housing has been such as would be likely to interfere with others by adversely affecting their health, safety or welfare, or adversely affect the physical environment or financial stability of the development if the applicant were admitted.
- C. Relevant information respecting habits or practices to be considered shall include but are not limited to:
1. Past performance in meeting financial obligations, especially rent, child support, court fees, confinement fees/charges, and utilities;
 2. Rental history from previous owners/landlords or other Housing Authorities;
 3. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents;
 4. Information from personal references;
 5. Information from previous owners/landlords concerning housekeeping that would create health or sanitation problems;
 6. A history of criminal activity involving drug-related activity, evidence of a pattern of alcohol abuse, crimes of physical violence to persons or property, weapons or firearms charges/activity, or other criminal acts which would adversely affect the health, safety or welfare of other residents;
 7. A conviction for manufacturing or producing methamphetamines (speed). These individuals will be permanently barred from public housing occupancy;
 8. Any person violating a condition of probation or parole imposed under federal or state law;
 9. Persons evicted from public housing, Indian housing, Section 23 or any Section 8/HCV Program or other federally subsidized housing program because of drug-related criminal activity;
 10. Persons as a former tenant, who were involuntarily compelled to terminate their lease;
 11. Any person owing an overdue debt to HHA or other federally funded housing program and/or residential program and/or owner/landlord;
 12. Applicants must conform to the occupancy standards on family size, family composition and extenuating circumstances discussed in the Occupancy Standards section of this document;
 13. HHA will use up-front or third-party verification of all information whenever possible and the return envelope will be retained in the applicant's/resident's file. If such up-front or third-party documentation is not available, the reason shall be documented in the file;
 14. The applicant/tenant family will also submit, directly to HHA, all documentation required for purposes of determining or auditing a family's eligibility to receive housing assistance, for calculating the family's adjusted income or tenant rent, for verifying related information or for monitoring compliance with equal opportunity requirements;

15. Home visits. HHA may conduct a home visit to consider whether the conditions they observe are the result of the applicant/resident's treatment of the unit or are caused by the unit's overall substandard condition. HHA will give at least two (2) days written notice to all applicants or residents. Reasons for a home visit may include, but not be limited to the following circumstances:
 - a. conflicting or negative rental history received from previous landlord(s);
 - b. conflicting or negative information received from personal reference(s);
 - c. applicant/resident provides no previous rental references;
 - d. applicant provides only related personal references; or
 - e. applicant has no credit history.

D. Consideration of Favorable Factors

In the event unfavorable information with respect to an applicant is received, HHA will give consideration to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects, including:

1. Evidence of successful completion of an appropriate rehabilitation program for drug or alcohol-related problems (requiring certification from a health professional or state certified program). The applicant or family may be required to provide evidence of otherwise being rehabilitated successfully (i.e. participation in AA, ALANON, or other drug/alcohol support group);
2. Evidence of successful residential rehabilitation: able to execute a lease agreement with an owner/landlord that is not a relative and following all terms and conditions effectively for a period of one (1) consecutive year;
3. Evidence of the applicant family's participation in or willingness to participate in social services or other appropriate counseling programs, and the availability of such programs;
4. Evidence of the applicant family's willingness to attempt to increase family income, and the availability of training or employment programs in the locality;
5. The seriousness of the offending action;
6. The effect on the community of denial or failure of HHA to take such action;
7. The extent of the participation by the household member in the offending action;
8. The demand for assisted housing by families who will adhere to lease responsibilities;
9. The extent to which the applicant has shown personal responsibility and takes all reasonable steps to prevent or mitigate the offending action;
10. The effect of HHA's decision on the integrity of the program;
11. The willingness of the applicant to exclude the offending household member in order to be admitted to the housing program, where the identified member has participated in or been culpable for action or failure to act that warrants denial;
12. The effect of denial of admission on household members not involved in the offending actions.

E. Screening Applicants Who Claim Mitigating Circumstances

1. If unfavorable information about an applicant is received, the applicant will be provided an opportunity to present mitigating circumstances. HHA will consider the time, nature, and extent of the applicant's conduct. These mitigating circumstances must be verifiable.
2. Mitigating circumstances are facts relating to the applicant's unsuitable rental history or behavior which, when verified, would indicate both:
 - a. The reason for the unsuitable behavior; and
 - b. That the reason for the unsuitable rental history or behavior is no longer in effect or is under control; and

- c. The applicant's prospect for lease compliance is an acceptable one, justifying admission.

Such mitigating circumstances would overcome or outweigh information already gathered in the screening process.

- 3. If the mitigating circumstances relate to a change in disability, medical condition or course of treatment, HHA shall have the right to verify the information or to request further information which is reasonably needed to verify mitigating circumstances, even if such information is of a medically confidential nature.
- 4. Consideration of mitigating circumstances does not guarantee the applicant will qualify for admission.

II. DENIAL OF ADMISSION – HUD FEDERAL REGULATION

Federal Regulation requires PHAs to prohibit admission of a household to a public housing program for certain drug and criminal activities. In developing these standards, a PHA may elect to deny admission for negative behavior in addition to those required by statute, choosing longer periods of time for denial than required by statute; considering rehabilitation, participation by household members and other extenuating circumstances when unfavorable information is received. All standards shall be applied uniformly.

A. Pursuant to 24 CFR § 960.204 a public housing agency (PHA) MUST deny admission to:

- 1. Persons evicted from federally–assisted housing for drug–related criminal activity for three (3) years from the date of the eviction;

The PHA may admit the household if it determines:

- a. The evicted household member who engaged in the drug–related criminal activity has successfully completed a supervised drug rehabilitation program approved by HHA; or
- b. The circumstances leading to the eviction no longer exist (for example, the responsible household member has died or is imprisoned).

- 2. Persons currently engaging in illegal use of a drug or where it is determined that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety or right to peaceful enjoyment of the premises by other residents;
- 3. Persons who have ever been convicted for manufacture or production of methamphetamine on the premises of federally assisted housing;
- 4. Persons subject to a lifetime registration requirement under a state sex offender registration program. This check must be carried out with respect to the state in which the housing is located and in states where members of the applicant household are known to have resided;
- 5. Persons that abuse or show a pattern of abuse of alcohol that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

B. Pursuant to the Violence Against Women Act (VAWA), HHA must and shall deny admission to any member of the household who is a perpetrator of domestic violence, dating violence or stalking.

- C. In adopting local standards, supportive of, or in addition to the mandated reasons for denial of admission, a PHA may:
1. Require an applicant to exclude a household member in order to be admitted to the housing program where that household member has participated in or been culpable for actions which would require denial under one (1) of the mandatory reasons for denial;
 2. Continue that prohibition for a longer period of time where a statute states that admission be denied for a required period of time (for example, three (3) years after being evicted from federally-assisted housing for drug-related criminal activity);
 3. Consider a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents;
 4. Consider a history of criminal activity involving drug-related activity, a pattern of alcohol abuse, crimes of physical violence to persons or property or other criminal acts which would adversely affect the health, safety or welfare of others;
 5. Request information from a drug abuse treatment facility to determine whether the drug abuse treatment center has reason to believe that the household member is currently engaging in illegal drug abuse.

III. DENIAL OF ADMISSION – HHA STANDARDS

HHA has established standards that prohibit admission of a household to HHA's public housing program for negative behavior in addition to those required by statute, choosing longer periods of time for denial than required by statute; considering rehabilitation, participation by household members and other extenuating circumstances when unfavorable information is received. All standards shall be applied uniformly.

- A. HHA shall apply the following to all applicant household members. The information being considered will be reasonably relative to their prior conduct and used to determine suitability, willingness and ability to comply with the basic rules of tenancy.
1. Past performance in meeting financial obligations, especially rent, child support, court fees, confinement fees/charges, and utility bills;
 2. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents;
 3. Information from personal references;
 4. Information from previous owners/landlords concerning housekeeping that would create health or sanitation problems;
 5. A record of lease violations at former residences;
 6. Failure of the applicant/tenant family to submit, directly to HHA, all requested/required documentation required for purposes of determining or auditing a family's eligibility to receive housing assistance, for calculating the family's adjusted income or tenant rent, for verifying related information or for monitoring compliance with equal opportunity requirements;

B. HHA shall deny admission to:

1. Persons evicted from a residence/residential program/homeless shelter, etc., Indian housing, Section 23, any Section 8/HCV Program or other federally subsidized housing program as a result of a serious lease violation such as (but not limited to) drug-related criminal activity, and/or criminal activity and/or crimes of violence against persons and/or property and/or any weapons crimes are ineligible for admission to public housing for a seven (7) year period beginning on the date of such eviction and demonstration of successful residential rehabilitation (*able to execute a lease agreement with an owner/landlord [not a relative] and following all terms and conditions successfully for a period of 12 consecutive months*) is provided. HHA may waive (not applicable to residential rehabilitation) this requirement if:
 - a. The person demonstrates successful completion of a rehabilitation program approved by HHA; and/or
 - b. The circumstances leading to the eviction no longer exist. For example, the individual involved in the act is no longer in the household because they are deceased or incarcerated (long-term); and
 - c. The person demonstrates successful residential rehabilitation (see definition above).
2. Persons who have ever been convicted for manufacture or production of methamphetamine shall be permanently denied admission;
3. Persons subject to lifetime registration requirement under a state sex offender registration program shall be permanently denied admission. This check shall be carried out on a national basis;
4. Persons subject to registration requirements under a state sex offender registration program that are for periods of time less than lifetime, shall be denied admission for a period of 10 years after being released from the registration/judicial requirements and a written statement from a qualified professional (approved by HHA) that the individual is not likely to offend in the future;
5. Persons that are currently abusing or showing a pattern of abuse of alcohol or drugs that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents shall be denied admission until successful completion of an HHA approved rehabilitation program and evidence of continued rehabilitation for a period of one (1) year;
6. Any person violating a condition of probation or parole imposed under federal or state law within the previous three (3) years shall be denied admission;
7. Persons with a history of criminal activity involving drug-related activity, evidence of a pattern of alcohol abuse, crimes of physical violence to persons or property, weapons or firearms charges/activity or other criminal acts which would adversely affect the health, safety or welfare of other residents shall be denied admission to public housing for a period of seven (7) years from the date they were released from the judicial system;
8. Persons as a former tenant, whose lease was involuntarily terminated for breach of terms are ineligible for admission to public housing with HHA for a five (5) year period (beginning on the date possession of the property was returned to the owner) and evidence of successful residential rehabilitation (see definition III A 1 this section) is provided. If termination is solely due to failure to pay rent HHA may waive the five (5) year period if verification of circumstances defined in 9 a and 9 b is provided, however the residential rehabilitation will not be waived;
9. Any person owing an overdue debt to an unsubsidized residential program and/or owner/landlord is ineligible for public housing until the overdue debt has been paid in full and/or declared satisfied by the creditor. HHA may waive this requirement if:
 - a. Verification the failure to pay rent/other charges was a result of involuntary loss of substantial household income; and
 - b. A repayment agreement has been arranged with the former owner/landlord and at least six (6) months of timely payments have been made.

10. Any person owing an overdue debt to a subsidized residential housing provider, program or owner/landlord is ineligible for public housing until the overdue debt has been paid in full and/or declared satisfied by the creditor.
11. Pursuant to the Violence Against Women Act (VAWA), any member of the household who is a perpetrator of domestic violence, dating violence or stalking shall be denied admission to public housing.

IV. FALSIFIED OR MISREPRESENTED INFORMATION

If HHA determines that an applicant has falsified, misrepresented or omitted relative information (including but not limited to family income, composition, alias, multiple personal identifiers [dates of birth, names, social security numbers], circumstances, conduct or behavior) HHA will, on the basis of such falsification or misrepresentation, find the applicant ineligible for admission to a dwelling unit for a period of five (5) years. In justifiable cases, HHA may take other action as deemed advisable.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 8. VERIFICATIONS FOR ELIGIBILITY

I. GENERAL REQUIREMENTS

- A. The verification requirements described in this section are applicable to initial screening for eligibility, initial certification, interim re-certifications and annual re-certifications.
1. HHA will use up-front or written third-party verification of all information whenever possible and the return envelope will be retained in the resident/applicant file. At least two (2) documented attempts to obtain third-party verification shall be made before the next level of verification is used. HHA will send verification forms in the mail along with a request that the form be returned by fax or mail. If up-front or third-party documentation is not available, the reason must be documented in the file.
 2. While there is no regulatory limit on the acceptable age of verifications in the public housing program, verified information must be less than 120 days old on the effective date of admission or recertification. Verified information obtained after application intake that is less than 120 days old need not be re-verified. Verified information not subject to change (such as a person's date and place of birth) need not be re-verified.
 3. Information obtained that is subject to change and for which verification are more than 120 days old, should be re-verified. HUD requires that verification forms to support HHA's admission decisions be placed in the applicant (and subsequently the tenant) files. Information that is subject to change, such as income, assets, family composition, etc. should be verified close to certification or recertification. Preferences must be verified once.

II. TIERS OF VERIFICATION AS MANDATED BY HUD

Information will be verified in order through the six (6) tiers of verification hierarchy described briefly below. Should the highest level of verification techniques not contain any employment and income information for the family, HHA will attempt the next lower level of verification technique and move down the hierarchy until an acceptable form of verification is obtained. At least two (2) documented attempts to obtain third-party verification shall be made at each level before the next level of verification is used. Level six (6) is the highest form of acceptable verification and level one (1) is the last resort method of acceptable verification.

- A. **Level 6:** Up-front Income Verification (UIV) – this is the highest mandatory level of third-party verification using HUD's EIV system. NOTE: this form of verification is not available for applicants.

Level 5: Up-front Income Verification (UIV) – this is a highest optional level of third-party verification using non-HUD systems. This form of verification is a utilization of an established automated verification system, i.e. the Work Number, etc. and state government databases to validate tenant-reported income.

Level 4: Written Third-Party Verification – this is a high level of third-party verification mandated as follows:

- ✓ Mandatory to supplement EIV-reported income sources;
- ✓ Mandatory when EIV has no data;

- ✓ Mandatory for non-EIV reported income sources;
- ✓ Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute.

Level 3: Written Third-Party Verification Form – this is a medium-low level of third-party verification mandated as follows:

- ✓ Mandatory if third-party written verification documents are not available or rejected by HHA;
- ✓ Mandatory when the applicant or tenant is unable to provide acceptable documentation.

Level 2: Oral Third-Party – this is a low level of third-party verification mandated as follows:

- ✓ Mandatory if written third-party verification is not available.

Level 1: Tenant Declaration – this is a low level of verification techniques (as known as self-certification):

- ✓ Used as a last resort when unable to obtain any type of third-party verification. HHA will accept a sworn statement (with penalty of perjury) from the applicant/tenant as a tenant declaration when no other form of verification is available.

HHA will not delay the processing of an applicant beyond 14 calendar days because a third-party information provider does not return the verification in a timely manner.

For applicants, verification may not be more than 120 calendar days old at the time of a unit offer. For residents, verifications are valid for 120 calendar days from the date of receipt.

Regardless of these time-frames, criminal history reports will be useable as a valid verification for no longer than 120 calendar days.

III. PHA USE OF VERIFICATION HIERARCHY (EIV)

A. Up-Front Income Verification (Level 6)

This is the highest ranked mandatory verification technique utilized by HHA in verifying employment and income information through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

Up-front income verification is available to HHA via HUD's Enterprise Income Verification (EIV) System. Information in the EIV System is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information.

In accordance with 24 CFR § 5.236 and administrative guidance issued by HUD, HHA will utilize HUD's Enterprise Income Verification System, in its entirety, as a third-party source to verify tenant employment and income information during mandatory re-certifications of family composition and income.

HHA shall obtain an "Income Report" from the EIV System for each household. As required, HHA shall maintain the Income Report in the resident file along with the Family Report from (HUD-50058) and all documents used to support the income and rent determinations for all mandatory annual re-certifications of family income and compositions.

If the Income Report does not contain any employment and income information for the family, HHA shall attempt the next verification technique level and document why it moved to the next lower level.

1. Use of EIV Data – EIV data is used by HHA to validate tenant-reported income and supplement tenant-provided documents. Pursuant to HUD guidelines, HHA shall use information for the sole purpose of determining eligibility and level of assistance for the public housing program.

Upon obtaining the EIV Income Report for the family, HHA shall compare the information to the tenant-reported information. If no discrepancy is found, HHA shall calculate annual income using the tenant-provided documentation.

If there is a discrepancy between the EIV Income Report data and the tenant-reported income, (i.e. income source not reported by tenant, substantial difference income reported [greater than \$2,400 annually]), HHA shall obtain additional information from the tenant and/or the third-party source, if necessary.

HHA shall use the most current and reliable documentation obtained to calculate annual income. EIV data shall not be used to calculate anticipated annual income (except as specified in HUD guidelines).

NOTE: EIV is not available for income verification of applicants or new admissions; however, as mandated by HUD HHA will review the EIV Income Report for all new admissions within 120 days of the PIC submission date (HHA submission of Family Characteristic Report [HUD Form 50058]) to validate the family-reported income. Any discrepancy in income shall be resolved with the family within 60 days of the EIV Income Report date.

2. Tenant Dispute of EIV Data – When a tenant disputes the EIV Income Report data obtained by HHA, HHA shall request the tenant to provide acceptable documentation to support the information in dispute. If the tenant is unable to provide any form of acceptable documentation, HHA will request written, third-party verification.

- a. Dispute Reveals Incorrect EIV Information

- i. Employment and Wage Information

Employment and wage information reported to EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA). The SWA in turn reports the information to the HHA National Directory of New Hires (NDNH) database.

If the tenant disputes the information the employer provided, it is the tenant's responsibility to contact the employer directly in writing to dispute the employment and/or wage information that the employer reported to the SWA. The tenant will be required to provide HHA with a copy of the written dispute. The written dispute to the employer from the tenant should request the employer to correct the erroneous information. If employer resolution is not possible between the tenant and the employer, the tenant should contact the local State Workforce Agency (SWA) for assistance.

- ii. Unemployment Benefit Information

Unemployment benefit information reported in EIV also originates from the local SWA and thus the tenant shall follow the same process as stated in i above to dispute the information, if applicable. The tenant shall provide a copy of the correspondence to the employer that disputes the unemployment benefit information and HHA will maintain it in the tenant file.

iii. Social Security and SSI Benefit Information

Social Security (SS) and Social Supplemental Income (SSI) benefit information reported to EIV originates from the Social Security Administration (SSA). If the tenant disputes the information the SSA provided, it is the tenant's responsibility to contact the SSA at 1-800-772-1213 or visit the local Social Security Administration Office.

iv. Debts Owed to PHAs and Termination Information

Debts owed to PHAs and termination of tenancy information reported to EIV originates from the current or a former PHA. If the tenant disputes the information provided, it is the responsibility of the tenant to contact the PHA (who reported the information) in writing to dispute the information and provide any documentation that supports the dispute to HHA.

If the PHA determines that the disputed information is, in fact, incorrect, the PHA will update or delete the record from EIV.

Former tenants may dispute debt and termination information for a period of three (3) years from the end of participation date in the public housing program.

v. Identity Theft

If the tenant suspects identity theft, it is the responsibility of the tenant to:

- aa) Check their Social Security records;
- bb) File an identity theft complaint with the local police department;
- cc) File an identity theft complaint with the Federal Trade Commission; and
- dd) Monitor their credit reports with the three (3) national credit reporting agencies (Equifax, Trans Union, and Experian).

The tenant will be required to provide HHA with written documentation of the filed identity theft complaint.

3. Disclosure of EIV Information – The Federal Privacy Act (5 USC § 552a, as amended) prohibits the disclosure of an individual's information to another person without written consent of such individual. As such, HHA will not share, will not provide a copy, and will not display the EIV data of an adult household member with another adult household member, unless the individual identified in the EIV data has provided written consent to disclose such information. HHA can, however, elect to discuss with and show the head of household how the household's income and rent were determined based on the total family income reported to and verified by HHA.

EIV information and any other information obtained by HHA for the purpose of determining eligibility for the program may not and will not be disclosed to third parties for any reason, unless the tenant has authorized such disclosure in writing.

4. Income Discrepancy Resolution – In accordance with 24 CFR § 5.236, HHA will exercise the following in an attempt to resolve the discrepancy:
- a. Discuss the income discrepancy with the tenant;
 - b. Request the tenant to provide documentation to confirm or dispute the unreported or under-reported income;

If the tenant is unable to provide acceptable documentation, HHA shall request third-party verification directly from the source.

If additional documentation confirms that the family failed to report complete and accurate income information, HHA will re-determine the tenant rent contribution retroactively as mandated by HUD regulation. The family is required to repay HHA for any retroactive amount owed due to the family's under-reporting or failure to report income. The tenant shall be required to pay the retroactive amount in full or enter into a repayment agreement with HHA. If the tenant refuses to enter into a repayment agreement, HHA shall terminate the family's assistance as required by regulation.

Amnesty programs are not permissible. A family terminated from the rental assistance program may not receive future rental assistance until the debt is repaid to HHA.

IV. INFORMATION TO BE VERIFIED

A. HHA is required to verify information that is used to determine the family's eligibility and program compliance. The information to be verified includes, but is not limited to the following:

1. Preferences applicable to placement on and selection from the waiting list based on the selection preferences adopted by HHA;
2. Zero and/or sporadic income status of household. Zero and/or sporadic income applicants and residents will be required to complete a family expense form at each certification or recertification. Every zero and/or sporadic income resident will be required to attend a face-to-face interim recertification every 90 days;
3. Full time student status; including high school students who are 18 or over;
4. Current assets including assets disposed of for less than fair market value in the preceding two (2) years;
5. Childcare expenses when it allows an adult family member to be employed, look for work or further his/her education;
6. Total medical expenses of all family members in households whose head, spouse or co-head is elderly or disabled;
7. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow any adult family member (including the person with the disability) to be employed;
8. Legal identity;
9. U.S. citizenship/eligible immigration status;
10. Social Security numbers for all family members in the household;
11. Familial/Marital status when needed for head, spouse or co-head definition;
12. Disability for determination of allowances, deductions, or requests for accommodation including need for a live-in aide;
13. Time spent seeking employment when childcare is claimed for the activity;
14. All sources of income.

V. RELEASE OF INFORMATION

As a condition of admission to or continued occupancy of any assisted unit, HHA will require the family head and such other family members 18 years of age and older to execute a HUD-approved release and consent form authorizing any depository or private source of income, or any federal, state or local agency to furnish or to release to HHA and to HUD such information as HHA or HUD determines to be necessary. This includes a consent form for release of criminal/sex offender status information signed by each adult household member. HHA will furnish applicants and participants a Release of Information/Privacy Act Notice (HUD-9886) when collecting information to verify income. Refusal to cooperate with the HUD

prescribed verification process as outlined in this policy and HUD regulations will result in denial of admission or termination of tenancy.

VI. AUTHORITY TO OBTAIN CRIMINAL HISTORY RECORDS

HHA is authorized by 24 CFR part 5, subpart J to obtain criminal conviction records from a law enforcement agency and to use those records to screen applicants for admission to covered housing programs and for lease enforcement or eviction of families residing in public housing.

VII. AUTHORITY TO OBTAIN SEX OFFENDER REGISTRATION RECORDS

24 CFR part 5, subpart J, § 5.905 states that a PHA that administers a public housing program must carry out background checks necessary to determine whether a member of a household applying for admission to any federally-assisted housing program is subject to lifetime sex offender registration requirement under a state sex offender registration program.

VIII. PERMITTED USE AND DISCLOSURE

The use and disclosure of criminal records/sex offender registration records received by HHA only applies to applicant screening and/or lease enforcement and eviction activities. HHA may disclose criminal conviction records as follows:

1. To officers or employees of HHA or to authorized representatives of HHA who have a job-related need to have access to the information. For example, if HHA is seeking to evict a public housing resident on the basis of criminal activity/sex offender status as shown in criminal conviction records, the records may be disclosed to HHA employees performing functions related to the eviction/rejection, HHA attorney processing an eviction action or to HHA's hearing officer conducting an information review or administrative grievance hearing concerning the proposed eviction/rejection.
2. If HHA obtains criminal records from a state or local agency showing that a household member has been convicted of a crime relevant to applicant screening or tenant lease enforcement or eviction, HHA must:
 - a. Notify the head-of-household of the proposed action based on the information obtained; and
 - b. Provide the subject of the record and the applicant or resident (head of household) a copy of such information and an opportunity to dispute the accuracy and relevance of the information.
NOTE: This opportunity must be provided before a denial of admission, eviction or lease enforcement action on the basis of such information.
3. Any other negligent or knowing action that is inconsistent with the statute or regulations. Conviction for a misdemeanor and imposition of a penalty of not more than \$5,000 is the potential for:
 - a. Any person, including an officer, employee or authorized representative of HHA who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of HHA under false pretenses;
 - b. Any person, including an officer, employee or authorized representative of HHA who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.

4. HHA may be liable under civil law to any applicant for, or resident of HHA who is affected by either of the following:
 - a. A negligent or knowing disclosure of criminal records information obtained under statutory authority about such person by an officer, employee or authorized representative of HHA if the disclosure is not authorized under the statute or regulations;
 - b. An applicant for or resident of HHA may seek relief against HHA for inappropriate disclosure by bringing a civil action for damages and such other relief as may be appropriate in the United State District Court in which the applicant or tenant resides in which the unauthorized action occurred, or in which the officer, employee or representative of HHA alleged to be responsible resides has jurisdiction. Appropriate relief may include reasonable attorney's fees or other litigation costs.

IX. RECEIPT OF INFORMATION FROM LAW ENFORCEMENT AGENCIES

When the law enforcement agency/state registration entity receives HHA's request, the agency must promptly release to HHA a certified copy of any records concerning the household member they have in their possession or under their control. NCIC records must be provided in accordance with NCIC procedures. Any fees charged by the agency for this service may not be passed to the applicant.

X. RECORDS MANAGEMENT

HHA has established and implemented a system of records management that ensures records received are:

- ✓ maintained confidentially;
- ✓ not misused or improperly disseminated;
- ✓ placed in a locked/secure location once the purpose for which the record was requested has been accomplished. This includes the expiration of the period for filing a challenge to HHA action without institution of a challenge or final disposition of any such litigation.

NOTE: All information provided to an owner, manager or HHA pursuant to VAWA, including the fact that an individual is a victim of domestic violence, dating violence or stalking shall be retained in confidence by HHA and shall neither be entered into any shared database nor be provided to any related entity, except to the extent that disclosure is requested or consented to:

- ✓ in writing by the individual;
- ✓ required for use in an eviction proceeding or an abuser, stalker or perpetrator of domestic violence; or
- ✓ is otherwise required by applicable law.

The records management requirements do not apply to sex offender registration information or criminal records that are public information or is obtained by HHA other than from the state or local agency responsible for the collection or maintenance of such information.

XI. VERIFICATIONS THROUGH DRUG TREATMENT CENTERS

Verification of continued drug dependency will result in denial of admission to public housing. HHA may verify drug-free status of an applicant through drug treatment centers as follows:

- A. HHA may require each applicant to submit one (1) or more consent forms for all household members who are at least 18 years of age or older and for each head or spouse, regardless of age, that:

1. Requests a drug abuse treatment facility to inform HHA only whether the facility has reasonable cause to believe that the household member is currently engaging in illegal drug use;
 2. Complies with the form of written consent required by 24 CFR § 960.205; and
 3. Authorizes HHA to receive the information and to utilize that information in determinations for admissions to HHA public housing program.
- B. The consent form must expire automatically after HHA has made a final decision to approve or deny admission of the individual;
- C. HHA may request a drug abuse treatment facility to inform them whether the facility has reasonable cause to believe that the household member is currently engaging in illegal drug use;
- D. HHA's request must include a copy of the consent form signed by the proposed household member;
- E. The drug treatment facility is not liable for damages based on the information required to be disclosed provided the disclosure is consistent with Section 543 of the Public Service Act;
- F. HHA is not obligated to request information from drug treatment facilities and is not liable for damages for failure to request or receive the information;
- G. The treatment facility may charge HHA a reasonable fee for the information. The fee may not be passed along to the applicant or tenant;
- H. At this time, HHA does not anticipate screening through drug treatment centers. Should HHA determine in the future that such screening is warranted, the Board of Commissioners will adopt a policy on such screening which will incorporate one (1) of the two (2) options listed below. Once adopted, the policy will be incorporated into this document by reference.
1. **Policy A:** Request for all families – HHA must submit a request for information before admitting any family to the public housing program. For each family, the request must be submitted for each proposed family member; or
 2. **Policy B:** Request for certain household members – HHA must submit a request only with respect to each proposed household member:
 - ✓ Whose criminal record indicates prior arrest or conviction for any criminal activity that may be the basis for denial under this policy; or
 - ✓ Whose prior tenancy records indicate the proposed member:
 - ➔ Engaged in the destruction of property;
 - ➔ Engaged in violent activity against another person; or
 - ➔ Interfered with the right of peaceful enjoyment of the premises of other residents.
- I. HHA's system of records management ensures the information received from the treatment facility about a person is:
- ✓ maintained confidentially in accordance with the Public Health Services Act;
 - ✓ is not misused or improperly disseminated; and
 - ✓ destroyed:
 - ➔ not later than five (5) business days after HHA makes a final decision to admit the individual to the public housing program; or
 - ➔ if HHA denies the admission of a person as a household member, in a timely manner after the date on which the statute of limitations for the commencement of a civil action based on that denial has expired without the filing of the civil action or until final disposition of such litigation.

XII. VERIFICATION OF PREFERENCES

Verification of family/individual preferences is normally performed at the time of application and used to place them on the waiting list and any time a change is reported to HHA. As such, the family's placement on the waiting list may require adjustment upward or downward based on their circumstances. Similarly, a family originally having no preference status at the time of initial application may gain a preference while

waiting which would change their placement on the waiting list. For example, a family claiming homeless status at the time of application, may find adequate housing while waiting thus losing the preference status or a family claiming a preference based on being employed may lose that employment before their name comes up on the waiting list. In either case, their placement on the waiting list may change.

A. Former Federal Preferences

PHAs may adopt the verification policies applicable to the former Federal Preferences if they choose to retain one (1) or more of them as their local preferences.

B. Local Preferences

1. Involuntary Displacement (10 Points) – Verification is established by the following documentation:
 - a. Certification from a unit or agency of government that an applicant family has been, or will be displaced as a result of a natural disaster.
 - b. Certification from a unit or agency of government that an applicant has been, or will be displaced by government action.
 - c. Certification from an owner or owner’s agent that an applicant had to, or will have to vacate a unit by a certain date because of an owner action specified in the regulations.
 - d. Certification of displacement because of domestic violence from the local police department, social services agency, or court of competent jurisdiction, or a clergyman, physician, or public or private facility that provides shelter or counseling to the victims of domestic violence. The applicant family will be required to certify that the abuser will not return to the residence without prior written permission of HHA.
 - e. Certification of displacement to avoid reprisals, if a family member is providing information to a law enforcement agency. The law enforcement agency must conduct a threat assessment and a supervisor must provide a written recommendation that the family be re-housed to avoid to avoid or minimize risk.
 - f. Certification of displacement by hate crimes, if one (1) or more family members is a victim of a hate crime and law enforcement officials and/or appropriate social service agencies show that the hate crime occurred recently or is of a continuing nature. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person’s race, color, religion, sex, natural origin, disability, or familial status.
The owner and/or the appropriate social services agency can provide certification of displacement due to inaccessibility of the unit. In this case, the owner must be able to demonstrate that he/she is not required by law to make the unit accessible.
 - g. Certification by HUD or other governmental or relocation agency regarding the displacement of families in a multi-family housing development that is subject to disposition.
2. Residency (5 Points) – Verification is established by the following documentation:
 - a. Utility bills in the name of the family;
 - b. Telephone/cable bills;
 - c. Verification from schools where the children are enrolled;
 - d. Rental or lease agreement;
 - e. Landlord statements;
 - f. Public social services verifications.
3. Homeless (10 Points) – Verification is established by the following documentation from a unit or agency of government that an applicant:
 - a. Has a primary nighttime residence that is:
 - ✓ A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing);

- ✓ An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - ✓ A public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.
 - ✓ NOTE: It does NOT include an individual imprisoned or otherwise detained under an Act of the Congress or state law.
4. Veteran Status (10 Points) – Verification is established by the following documentation:
 - a. Honorable, general discharge papers;
 - b. DD 214 form.
 5. Domestic Violence (10 Points) – Verification is established by the following documentation:
 - a. HUD 50066 Certification of Domestic Violence, Dating Violence or Stalking;
 - b. Name of perpetrator in order for HHA to add the perpetrator’s name to the “No Trespass” list;
 - c. Certification of displacement because of domestic violence from the local police department, social service agency, or court of competent jurisdiction or public or private facility that provides shelter or counseling to the victims of domestic violence. The applicant family will be required to certify that the abuser will not return to the residence without prior written permission of HHA.
 6. Working (10 Points) – Verification is established by the following documentation:
 - a. Certification from the employer of employment of at least 20 hours a week, continuously for the preceding three (3) months;
 - b. Certification from the agency or facility of the individuals’ successful completion of a job training program and subsequent job offer;
 - c. Certification from the employer confirming acceptance of a job offer and the applicant’s start date for employment.

XIII. VERIFICATION OF INCOME

All income will be verified in accordance with Part II Tiers of Verification as Mandated by HUD and Part III PHA use of EIV. This may include but not be limited to the following:

1. Gross employment income of all household members;
2. Social Security, pensions, SSI and disability income;
3. Unemployment Compensation;
4. Welfare payments or general assistance;
5. Alimony or child support received, monetary or not;
6. Net income from a business, including childcare and home sales;
7. Recurring monetary contributions and gifts;
8. Zero and/or sporadic income status;
9. Full-time student status;
10. All income excluded by federal mandate will be verified for reporting purposes only.

XIV. VERIFICATION OF INCOME FROM ASSETS

All assets to which any household member has access and income from assets will be verified. This may include, but not be limited to the following:

1. Checking accounts;
2. Current savings accounts and certificates of deposit of all household members;
3. Property owned or financed by household members;
4. Retirement/pension funds;
5. Assets disposed of for less than fair market value in previous 24 months.

XV. VERIFICATION OF REQUIRED DEDUCTIONS FROM INCOME

A. Childcare Expenses (children ages 0 to 13 years of age)

If unreimbursed childcare is required to enable employment; childcare expenses shall be reasonable and capped by employment income.

If unreimbursed childcare is required to actively seek employment childcare costs must be reasonable. To determine reasonableness the age of the child(ren), location of the care, hours of care, number of hours and area standards must be compared.

Unreimbursed childcare for actively seeking employment or attending a certified training program is allowed if the resident provides verifiable documentation of his/her efforts to seek employment/attend training away from home. Childcare deductions will not be provided for time spent seeking employment via home computer.

B. Medical Expenses (for all family members of an eligible elderly/disabled family)

Families who claim medical expenses or expenses to assist a person with a disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source, as well as proof of reimbursement of all medical expenses. Reimbursement of medical expenses must be reported on form HUD-50058.

C. Disability Assistance Expense Deduction

Families are entitled to a deduction for unreimbursed expenses for care attendants and auxiliary apparatus expenses for a member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including disabled member) to work. The allowable disability assistance expense is that portion that exceeds three percent (3%) of annual income. This deduction may not exceed the earned income received by family members who are 18 or over, and who are able to work because of such attendant care or auxiliary apparatus.

1. HHA will verify:
 - a. the disability;
 - b. the unreimbursed expenses for care or apparatus;
 - c. whether the expense is directly related to enabling employment;
 - d. income earned due to the care or apparatus.

XVI. VERIFYING NON-FINANCIAL FACTORS

A. Non-Financial factors that must be verified include, but are not limited to:

1. Legal identity;
2. Marital status;
3. Familial relationships;
4. Permanent absence of adult member;
5. Change in family composition;
6. Disability;
7. Funds owed to HHA or other housing authorities;
8. Social security numbers – HHA will require the applicant provide social security numbers for all family members or certify that no social security number has been issued;

9. Citizenship and non-eligible immigration status:
 - a. Citizens, including nationals, will sign a declaration, which will be subject to verification by HHA.
 - b. Non-citizens who have eligible immigration status will present documentation in one of the following categories. Live-in attendants are not subject to the provisions of the Non-Citizen Rule.
 - i. A non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA); as an immigrant, as defined by Section 101 (a)(15) of the INA (*8 U.S.C. 1101(a)(20) and 21101(a)(15), respectively*). This category includes a non-citizen who has been admitted under Section 210 or 210A of the INA (*8 U.S.C. 1160 or 1161*), (*special agricultural worker*), and who has been granted lawful temporary resident status;
 - ii. A non-citizen who entered the U.S. before January 1, 1972, or such later INS date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General Under Section 249 of the INA (*8 U.S.C. 1259*);
 - iii. A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (*8 U.S.C. 1157*) (*refugee status*); pursuant to the granting of asylum (*which has not been terminated*) under Section 208 of the INA (*8U.S.C. 1158*) (*asylum status*); or as a result of being granted conditional entry under Section 203 (a)(7) of the INA (*U.S.C. (a)(7)*) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
 - iv. A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA [*U.S.C. 1182(d)(5)*](*parole status*);
 - v. A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA [*8 U.S.C. 1253(h)*] (*threat to life or freedom*);
 - vi. A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (*8 U.S.C. 1255a*) (*amnesty granted under INA 245A*);
 - vii. A non-citizen lawfully admitted for temporary residence as a student, is not eligible for assistance under the act. For purposes of this part, a non-citizen student is defined as a non-citizen who:
 - ✓ has a residence in a foreign country that the person has no intention of abandoning;
 - ✓ is a bona fide student qualified to pursue a full course of study;
 - ✓ is admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the U.S., particularly designated by such a person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study will have agreed to report to the Attorney General the termination of attendance of each non-immigrant student (and if such institution of learning or place of study fails to make such reports promptly the approval shall be withdrawn); and
 1. Family of non-citizen student. The prohibition on providing assistance to a non-citizen student as described above also extends to the non-citizen student and minor children who are accompanying the student or following to join such student. The prohibition on providing assistance to a non-citizen student does not apply to the citizen spouse of the non-citizen student and the children of the citizen spouse and non-citizen student.

- c. No family will be admitted to housing until at least one (1) family member has been determined to be eligible.

If HHA determines a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizen listed on the lease) to permanently reside in their unit, the family's Lease shall be terminated. Such family shall not be eligible to be readmitted to public housing for a period of five (5) years from the date of termination.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY SECTION 9. NOTIFICATION OF ELIGIBILITY

I. INTAKE AND SCREENING PROCESS

After completing the screening process, HHA will, in writing, promptly notify applicants, ineligible and eligible, of the results of the screening. If an applicant is withdrawn from the wait list, they shall not be eligible to reapply for public housing for 90 days from the date of the final determination. This will be done as follows:

A. Ineligible Applicants

Within a reasonable time after a decision of ineligibility is made, HHA will notify an applicant in writing.

1. The notice requirements:
 - a. A brief statement of the basis for the determination;
 - b. State that the applicant has the right to request an informal review/hearing to review the determination;

The applicant may exercise other rights if he/she believes they have been discriminated against on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

2. Informal review process will be as follows:
 - a. Requests for an informal review/hearing must be personally presented in writing, to HHA's administrative office that made the initial decision.
 - b. The applicant shall be provided a hearing/informal review before any person(s) designated by HHA (including an officer or employee of HHA), other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.
 - c. The applicant shall be provided the opportunity to examine and copy at the applicant's expense (at a reasonable time in advance of the hearing) any documents in the possession of HHA pertaining to the applicant's eligibility status, or in the possession of the CIS (as permitted by CIS requirements), including any records and regulations that may be relevant to the hearing.
 - d. The applicant shall be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - e. The applicant shall be provided the opportunity to controvert evidence relied upon by HHA and to confront and cross-examine all witnesses on whose testimony or information HHA relies.
 - f. The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf.
 - g. The applicant shall be entitled to arrange for an interpreter to attend the hearing, at the expense of the applicant or HHA, as may be agreed upon by both parties.
 - h. The applicant shall be entitled to have the hearing recorded by audiotape (a transcript of the hearing may, but is not required, to be provided by HHA).
 - i. HHA shall provide the applicant with a written final decision, based solely on the facts presented at the hearing within 14 days of the date of the informal review/hearing.
 - j. A decision against a family member, issued in accordance with 24 CFR 5.514(d) does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

- k. If the family chooses not to continue to contend eligible immigration status, the family may be offered pro-rated housing assistance, if at least one family member is a U.S. citizen or has eligible immigration status (not a non-citizen student).

B. Eligible Applicants

When a determination has been made that an applicant is eligible and satisfies all requirements for admission, including the resident selection criteria, the applicant will be notified, in writing, of the approximate date of occupancy insofar as the date can be reasonably projected.

1. Applicant Occupancy Orientation

Attendance of a verified eligible applicant at an occupancy orientation program is a requirement, which must be completed by all adult applicants prior to being housed. Residents and staff will design and deliver the orientation. Applicants shall be required to attend the entire orientation in order to be admitted into public housing units. HHA and its residents will develop the agenda to include topics such as:

- a. Rights/responsibilities of HHA and the resident;
- b. How rents are calculated;
- c. Rent choice;
- d. Community policing in HHA communities;
- e. Annual recertification requirements;
- f. Interim-recertification requirements;
- g. Dwelling Lease Agreement;
- h. Inspections;
- i. Move-out notice requirements and subsequent inspection;
- j. Care of the unit and how to request maintenance;
- k. Reasonable accommodation for persons with disabilities;
- l. Services available in or near the developments;
- m. Resident Associations and Councils;
- n. How to conserve utilities and read a utility bill;
- o. Other topics as deemed appropriate.

* HHA reserves the right to perform this orientation within 30 days AFTER initial assignment to a dwelling.

II. RESIDENT PARTICIPATION IN THE INTAKE AND SCREENING PROCESS

It is HHA's policy to encourage resident participation in various areas of the applicant intake and screening process. Screening is only part of the occupancy cycle; varying degrees of work are required both before and after admission. HHA will establish specific procedures to be followed. The procedures will provide working details so that residents and staff understand the relationship and goals for each area of participation.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 10. TYPE OF COMMUNITIES AND REQUIREMENTS

HHA has several types of housing communities and dwelling units with primarily the same admission requirements. The following outlines requirements for general occupancy communities, designated elderly-only, communities and units designed for the disabled.

I. GENERAL OCCUPANCY COMMUNITIES

- A. HHA will not give either elderly families or non-elderly families a preference over single applicants for admission to general occupancy communities.
- B. An elderly family that wants to, or needs to be, admitted to a general occupancy development must be considered on the same basis as any other family.
- C. HHA will consider the suitability of a development in relation to a family's needs.

If units of appropriate sizes exist in both a general occupancy community and a development for the elderly, elderly families with children or young disabled family members may be housed in the general occupancy community. For example, the general occupancy site might have other children, a playground, etc.

II. COMMUNITIES FOR THE ELDERLY

A. Preference for Elderly Families

- 1. HHA has received HUD approval to designate Jackson Tower, Lick Tower, and Morrison Tower for elderly-only. HHA shall limit occupancy of these units to only elderly residents.
- 2. When offering units in mixed population developments, HHA will first offer units with accessible features to elderly persons with disabilities who require the accessibility features of the unit.
- 3. When selecting applicants for admission from among elderly families, HHA will follow its policies and procedures for applying local preferences.

B. Discretionary Preference for Near Elderly Families

- 1. HHA will not admit a near-elderly family (aged 55 – 61) to a development for elderly families if there are eligible elderly families on HHA's Ready Pool, selected list, or waiting list that would be willing to accept an offer of a suitable vacant unit in a designated elderly community.
- 2. When HHA determines that there are not enough elderly families to fill all of the units that are currently vacant or expected to become vacant within the next 12 months, HHA will give near-elderly families (aged 55 – 61) a preference for admission to communities for elderly families.
- 3. If HHA elects to give near-elderly families a preference for admission to communities for elderly families, HHA will follow its policies and procedures for applying the preferences when it selects applicants for admission from among near elderly families.

C. Children in Elderly Communities

HHA will not exclude families with children from communities for the elderly, provided such communities have dwelling units of the appropriate sizes for such families.

III. UNITS DESIGNED FOR THE HANDICAPPED OR DISABLED

- A. Without incurring vacancies, HHA will make every reasonable effort to provide dwelling units, which are specially designed for the handicapped or disabled families with physically handicapped members who require such units.
- B. HHA may provide a dwelling unit designed for the handicapped or disabled to a family which includes a mobility impaired person (such as a child or a grandparent who uses a wheelchair), even though the family head or spouse is not handicapped or disabled.
- C. When there are not enough handicapped or disabled applicants to fill units especially designed for such persons, non-handicapped or non-disabled applicants may be offered such units. However, it must be made clear to the family that when another unit becomes available which meets the family's needs, they will be required to move if the accessible unit is needed for a family with a member who has a disability. The lease agreement will be modified to reflect this requirement.
- D. Should there be a disabled applicant or resident needing a unit with special features, that applicant/resident will be offered the unit prior to transferring a family/individual that is over or under housed.

IV. DESIGNATED HOUSING

- A. HHA will give priority for occupancy of the designated housing development units to designated families if:
 - 1. There are an insufficient number of elderly families to fully occupy the units in the designated development, HHA may make units available to near elderly families.
 - 2. There are insufficient number of elderly and near elderly families to fully occupy the units in the designated development HHA shall make available any such dwelling unit to disabled families aged 50 and over as long as the composition and size of the family meets HHA's occupancy standards;
 - 3. Any elderly, near elderly or disabled family chooses not to occupy or accept occupancy in a designated development there will be no adverse affect on:
 - a. The family's admission to or continued occupancy in public housing; or
 - b. The family's position on or placement on a public housing waiting list.

HHA LEASING & CONTINUED OCCUPANCY POLICY SECTION 11. OCCUPANCY STANDARDS

HHA's occupancy standards specify the minimum and maximum number of household members who will be permitted to occupy dwelling units of various sizes, depending on family compositions and extenuating circumstances, such as the ages, sexes, and disabilities of household members.

I. OCCUPANCY STANDARDS

The occupancy standards take into consideration the need to assign a unit with the smallest number of bedrooms that will avoid overcrowding the unit or project and minimize vacancies. The occupancy standards are as listed below.

II. OCCUPANCY GUIDELINES

A. The guidelines and standards described below take into consideration the minimum number of occupants for admission and the maximum number of persons for continued occupancy based on an occupancy standard of two (2) persons per bedroom.

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

B. Units will be so assigned that persons of the opposite sex, other than husband and wife, may be required to occupy the same bedroom until they reach six (6) years of age. Minors older than three (3) years of age may share the same bedroom with an adult of the same sex, at the discretion of the family.

C. Living room space **may** be used for temporary sleeping purposes, not to exceed 60 days, at the request of the family. Additional bedrooms are not provided for visitors or guests. Residents will be allowed to have visitors for a period of up to 14 cumulative days in any 12 month period. Exceptions may be authorized in the case of a family member requiring care during illness or recuperation from illness or injury however, must be certified by a medical professional. Written permission must be obtained from HHA for any deviation from the occupancy guidelines included in this policy, which may result from the presence of a temporary care giver in the unit.

D. Basements **may not** be used for sleeping purposes for any period of time.

E. Every family member, regardless of age, will be counted as a person. For the purpose of establishing the unit size for a family, an unborn child will be counted as a member of the family household when the fetus is in the third trimester.

- F. Normally, two (2) persons will be assigned to each bedroom, except where no unit of a suitable size is available for transfer of the family.
- G. Children who are not of the same sex may share a bedroom until the eldest is six (6) years of age except where no unit of a suitable size is available for transfer of the family.
- H. A live-in aide will normally be provided a separate bedroom, however, this is at the discretion of the family.
- I. For reasons of health (old age, physical disability, etc.), a separate bedroom may be provided for such individual family members, as verified by a medical professional.
- J. When HHA determines that a family is under-housed according to occupancy standards, HHA will recommend the family transfer to a unit of appropriate size. Transfers of this nature will be affected prior to voluntary or family requested transfers.
- K. When HHA determines that a family is over-housed according to occupancy standards, HHA will require the family transfer to a unit of appropriate size. Transfers of this nature will be affected prior to voluntary or family requested transfers.
- L. Foster children will be counted as family members in determining the number of bedrooms to be assigned.
- M. If HHA is unable to fill units with families of appropriate sizes and types, it will house eligible families of the most nearly appropriate sizes on a temporary basis. Each such family will be informed, before moving in, of the dwelling lease agreement "to transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by HHA that such a dwelling unit is available". An exception shall be considered if the family will be eligible for the current size dwelling within 12 months.
- L. Exceptions to the minimum standards will be made if they are necessary to provide reasonable accommodation for a person with disabilities.
- M. A single head of household shall be required to share a bedroom with his/her child until the child reaches three (3) years of age and a unit of appropriate size is available for transfer.
- N. Tenants will not be given permission to allow a former tenant of the Harrisburg Housing Authority who has been evicted to occupy the unit for ANY period of time.
- O. **IMPORTANT:** The maximum and minimum number of persons per unit shall be discussed with each applicant family. Families will also be informed about the status and movement of the corresponding waiting list and/or sub-list maintained by HHA, for which they are eligible. Requests by a family to be placed on a waiting list for a smaller unit than they are eligible for will be accepted. Families will be required to declare in writing, the waiting list on which they want to be placed. If a family opts for a smaller unit, they will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. HHA will change the families sub-list at any time while the family is on the waiting list at the family's request.

HHA LEASING & OCCUPANCY POLICY
SECTION 12. TENANT SELECTION AND ASSIGNMENT PLAN
(OFFERING THE UNITS)

I. DE-CONCENTRATION AND INCOME MIXING

As dwelling units become available for occupancy, qualified applicants will be offered housing. In accordance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA), HHA will encourage occupancy of applicant families with broad ranges of incomes. At least 40% of all new admissions, on an annual basis, will be families with incomes at or below 30% (extremely low-income) of the local area median income. The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, disability or familial status.

To the maximum extent feasible, the de-concentration and income-mixing requirements of the QHWRA will be followed. Unit offers will be made in the following manner:

1. Families with incomes ranging from 0% to 80% of median income will be selected in accordance with their preferences and priorities.
2. Families with the highest incomes will be offered units in developments where average family incomes are lowest.
3. Families with the lowest incomes will be offered units in developments with the highest average family incomes.
4. HHA may offer incentives to families to accomplish the de-concentration and income-mixing objectives.

II. TENANT SELECTION

A. Selecting Applicants for Qualification

HHA will develop a ready pool of applicants based upon the projected demand for tenants. This will be achieved by analyzing previous turn-over rates of the current public housing stock as well as housing conditions in the City of Harrisburg and immediate surrounding areas.

Based upon anticipated vacancy (by size and type), HHA will select a minimum of four (4) eligible applicants first in sequence from the wait list for each predicted vacant unit. Once selected, applicants will be screened in accordance with HHA policies.

B. Preparing a Ready Pool of Applicants

The ready pool will consist of qualified applicants by bedroom size, preference rank and date and time of application.

III. TENANT ASSIGNMENT

A. Making Unit Offers to Applicants

The Two (2)–Offer Plan is used by HHA for selection of applicants and their assignment to dwelling units. It assures equal opportunity and non–discrimination on the grounds of race, color, sex, religion, familial status, national origin or disability. To the maximum extent possible, the offer(s) will also be made to affect HHA’s policy of economic de–concentration. Under the Two (2) Offer Plan:

1. The first applicant in sequence in the ready pool is offered the unit of appropriate size and type (*if accessible unit is required*) that is or will be ready for move–in first;
2. If the applicant rejects that offer, they will be offered a second unit (*if accessible unit is required*) that is or will be ready next, regardless of whether that vacancy is located in the same community;
3. Should the second unit offer be turned down, the applicant will be removed from the wait list and ineligible to apply for housing for a period of 90 days, unless the applicant has good cause (*as defined herein*) to reject the offer. To the maximum extent possible, offers will also be made to affect HHA’s policy of economic de–concentration.
4. HHA will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.
5. In the selection of a family for a unit with accessible features, HHA will give preferences to families that include a person with disabilities who can benefit from the unit features.
6. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when HHA makes an offer to an applicant who does not qualify for a ranking preference.
7. The applicant must accept the vacancy offered within five (5) calendar days of the date the offer is communicated (by telephone, mail or the method of communication designated by an applicant with disabilities). All offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, HHA will send a letter via first class mail.
8. If more than one (1) unit of appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move–in first. If two (2) or more units are ready for move–in on the same day, the first unit to be offered will be the unit that became vacant first.

IV. GOOD CAUSE STANDARDS

- A. If the applicant rejects an offer of assignment, based on any of the good–cause standards as defined below, they shall be exempt from being removed from the waiting list. The good–cause standards are as follows:

1. The unit is not of the proper size and type, which would result in the applicant only being able to reside there temporarily (e. g., a specially designed unit that is awaiting a handicapped applicant needing such a unit) and subject to a five (5)–day notice to move;
2. The unit contains lead–based paint, and accepting the offer could result in the applicants’ children that are less than six (6) years of age, subjected to lead–based paint poisoning.
3. The applicant is unable to move at the time of the offer. Clear evidence to substantiate this claim must, however, be presented. Examples of required documentation:
 - a. a court verifies that the applicant is serving on a jury, which has been sequestered.
4. A physician verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live–in aide necessary to the care of the principal household member;
5. Accepting the offer would result in undue hardship to the applicant, and such acceptance is not related to consideration of race, color, creed, sex, age, religion, disability, national origin or familial status. Clear evidence to substantiate this claim must be presented which substantiates this to the satisfaction of HHA. Examples of this circumstance are:
 - a. inaccessibility to employment, education, or job training, children’s day care or special school or educational program for an applicant household member with disabilities;
 - b. The move would require a household member to quit a job, education or training program or take a household dependent with disabilities out of the special school or program.
6. Accepting the unit would cause an undue hardship on the family to provide or arrange for transportation of a disabled dependant to a special school or program.
7. The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
8. An elderly family makes the decision not to occupy or accept occupancy in designated housing.
9. HHA has HUD–approved site–based wait lists and the offer is not for one of the sites the applicant selected.

V. LEASING ACCESSIBLE UNITS

A. Before offering a vacant accessible unit to a non–disabled applicant, HHA will offer such units:

1. First, to a current public housing resident having a disability that requires the special features of the vacant unit;
2. Second, to an eligible qualified applicant on the wait list having a disability that requires the special features of the vacant unit.

- B. When offering an accessible/adaptable unit to a non-disabled applicant, HHA will require the applicant to agree to move to an available non-accessible unit within 14 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 13. TENANT TRANSFERS

I. TRANSFER POLICY

Transfers will be made to correct occupancy standards, alleviate medical problems, permit renovations, permit availability of designated units and units with special features, or to correct or avoid concentrations of the most economically and socially deprived families. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents may be transferred (*at their request*) to accommodate a disability. Transfers will **NOT** be authorized to allow resident families to split and occupy separate dwellings.

Tenant transfers shall follow the Two (2)–Offer Plan when being offered transfer assignments. The Two (2)–Offer Plan is defined in Section 11 A of this Policy.

II. TYPES OF TRANSFERS

This policy sets forth several categories of transfers. Priority for transfers and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

A. Emergency Transfers

Emergency transfers are mandatory when HHA determines conditions pose an immediate threat to resident life, health or safety and take priority over new admissions. Transfers within sites or between sites may be made to:

1. Permit repair of unit defects, which are hazardous to life, health, or safety;
2. Alleviate life threatening medical problems.
 - a. Requests for medical transfers shall be made by the resident, or on behalf of the resident, to the on–site management office. Written verification and/or documentation must accompany the request from a physician or other qualified medical professional to substantiate the need. Whenever feasible, transfers will be made within a tenant’s current location, however, dependent upon the nature of the medical need, it may be necessary to offer a transfer to another community.

B. Urgent Transfers

Urgent transfers shall take priority over new admissions. Urgent transfers within sites or between sites may be made to:

1. Remove to safety, residents who are providing information to law enforcement officials and may face reprisals. A written recommendation must be received by a law enforcement supervisor at the conclusion of a threat assessment. These transfers are voluntary, only by tenant request.
2. Provide housing options to residents who are victims of hate crimes or extreme harassment. A written recommendation must be received by a law enforcement supervisor at the conclusion of a threat assessment. These transfers are voluntary, only by tenant request.
3. Alleviate verified medical problems of a serious, but not life–threatening nature. Written verification and/or documentation must accompany the request from a physician or other qualified medical professional to substantiate the need. These transfers are voluntary, only by tenant request.

4. Permit modernization or demolition of units. These transfers are mandatory.
5. Permit a family that requires a unit with accessible features to occupy such a unit. These transfers are mandatory.

Requests for medical transfers shall be made by the resident, or on behalf of the resident, to the on-site community manager. Written verification and/or documentation must accompany the request from a physician or other qualified medical professional to substantiate the need. Whenever feasible, transfers will be made within a tenant's current location, however, dependent upon the nature of the medical need, it may be necessary to offer a transfer to another community.

Medical transfers may be offered by HHA, when the on-site community manager and/or the nurse deems the transfer necessary for the well-being of the tenant or to alleviate severe medical condition(s), however, these transfers are not mandatory. Medical transfers will take priority over new admissions.

C. Category 1

1. Administrative Transfers

Category 1 transfers will not take priority over new admissions. These transfers shall generally be made within same sites, however HHA reserves the right to authorize transfers in a manner that has the least impact on vacant units. Category 1 transfers may be made to:

2. Correct occupancy standards;

Transfers to correct occupancy standards will only be made if the family size is smaller than HHA's minimum-number-of-persons-per-unit standard for the household or larger than the maximum-number-of-persons-per-unit standard for the unit the family is occupying. These transfers are voluntary.

3. Offer incentive transfers;

HHA will occupy Hillside Village and Scattered Site units through incentive transfers of current residents. HHA reserves the right to fill modernized units in a manner that has the least impact on vacant units. These transfers are voluntary.

- a. In the event no qualified residents exist who are interested in transferring to these communities, qualifications may be waived (with evidence of good cause) at the discretion of the property manager on the site where the unit exists.
- b. Applicant families from the public housing wait list, selected list or ready pool may be assigned to incentive transfer units in the event no qualified residents exist. The applicant family must, however qualify for criteria in c through g listed below at their current/previous residence.

Resident requests for incentive transfers should be made to the property manager assigned where the unit exists. Any property manager may also recommend a resident for an incentive transfer. In order for a resident to be considered for an incentive transfer, the following conditions must be met:

- c. at least two (2) years' residency in an HHA public housing development;
- d. no more than two (2) repayment agreements or evidence of a pattern of late payment, in the immediate previous two (2) years;
- e. have not engaged in criminal activity that threatens the health and/or safety of others;
- f. no history of disturbances that resulted in lease violations or violence toward others as indicated by notices of lease violation in the tenant's file;
- g. good housekeeping record throughout term of tenancy.

D. Category 2

1. Administrative Transfers

Category 2 transfers are mandatory, however will not take priority over new admissions. These transfers shall generally be made within same sites, however HHA reserves the right to authorize transfers in a manner that has the least impact on vacant units. Category 2 transfers may be made to:

Correct and avoid concentration of the most economically and socially deprived families.

III. GOOD RECORD REQUIREMENT FOR TRANSFERS

A. Except in the case of Emergency or Urgent transfers, all resident-requested transfers will be considered only if the head of household and any other family members for the past 18 months:

1. Have not engaged in criminal activity that threatens the health and safety of residents and staff;
2. Do not owe back rent or other charges, or evidence a pattern of late payment;
3. Meet reasonable housekeeping standards and have no housekeeping lease violations; and
4. Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

IV. PAYING FOR TRANSFERS

Residents shall bear the cost of all transfers except those requested or required by HHA to permit modernization or demolition of units, wherein families will be reimbursed in accordance with the Transfer Fee Schedule.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 14. DETERMINATION OF INCOME AND RENT CALCULATION

I. ANNUAL INCOME

Annual income is used to determine whether the family is within the income limits applicable to HHA's jurisdiction. Annual income is the anticipated amounts monetary or not, that go to or on behalf of the family (including temporarily absent head, spouse or co-head), and are received from a source outside the family within the 12 months following certification. All income that is not specifically excluded in the HUD regulations is counted.

II. ADJUSTED INCOME

Adjusted income is the annual income minus HUD required expenses and deductions and HUD allowed permissive deductions.

Both annual and adjusted income is used to calculate the amount of rent. In calculating annual and adjusted income, HHA must include the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted.

Income is defined by HUD regulations and is further interpreted in HUD Notices and Memos that must be followed. However, there are policy decisions that are needed in order to assure consistent interpretation of HUD regulations.

HHA is required to verify family income, family composition and characteristics, value of assets, and other factors relating to eligibility determinations both before an applicant is issued assistance and annually at each reexamination or recertification.

HHA may use several methods to verify income and income deductions. Up-front and third-party (independent) verifications will be obtained by HHA either electronically, by fax or sent by mail to the appropriate agency for all applicants. To qualify as third-party verification the document(s) must never touch the applicant or tenant's hands. If third-party written verification is not possible, HHA will follow the tiers of verification hierarchy as established in the Verification of Eligibility section of this policy.

III. INCOME INCLUSIONS

A. Temporarily and Permanently Absent

HUD regulations specify that the income of family members who are "temporarily absent" from the household is to be included in total family income. HHA has determined that "temporarily absent" can mean an absence for up to one (1) year. An exception to the inclusion of that income is extended to members of the military who are under "hostile fire" and temporarily absent may exceed one (1) year. Military absence can be confirmed with call-up orders. Other absences will be confirmed based on the circumstances of the absence.

In calculating annual and adjusted income, HHA must estimate the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted.

As required by the Dwelling Lease Agreement, any absence from the household of more than seven (7) consecutive days must be reported in writing to HHA. Any changes in family composition must be reported in writing to HHA within 14 days. Families will be counseled at briefing sessions and recertification on the effect family composition may have in determining unit size and total tenant payment as well as HHA policies for dealing with such changes. At times, situations may arise that result in the temporary or permanent absence of a family member or members from the household. Such situations will be handled in the following manner:

1. Absence of children for foster care. In instances in which the children have been removed from the home by a social service agency, the agency will be contacted to determine the approximate length of time the children are expected to be away from the home.
 - a. If the agency indicates that the children are expected to return to the home at some point during the next 12 months, the children will remain a part of the family composition and will be counted in determining the family's unit size.
 - b. If the children are not ever expected to be returned to the home, the children will be removed from the family composition and the family's unit size may be reduced accordingly.
 - c. If the agency indicates that it is unknown whether the children will be returned to the home, the children will remain a part of the family composition and a re-evaluation will be conducted every 90 days until a determination is made by the social service agency having custody of said children.
2. Absence of single parent – use of caretaker adult. When a single parent leaves the household for an extended period as a result of hospitalization, military service, etc., and another adult moves into the home to care for the children, the rental assistance will not be terminated. The care taker of the children must qualify for occupancy after new applicant screening, in accordance with HHA Policy. The family composition will be modified to include the name of the caretaker as head of household. The caretaker's income will not be included in the family income. The single parent's name shall be temporarily removed and the file documented to explain the circumstances. When the parent returns to the unit, the caretaker may leave or remain in the household. If the caretaker remains, his/her income will be included in the calculation of family income.
3. Absence of head of household, spouse or co-head due to military service or school. If the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the income will be included in the calculation of family income. However, income received as a result of special hazardous duty pay when exposed to hostile fire will not be included.
4. Absence of other family member due to military service or school. If a family member other than the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the family has the option of considering the person permanently absent (income not counted; not on lease) or temporarily absent (income counted; on lease). Income received as a result of imminent danger pay when exposed to hostile fire will not be included.
5. Absence due to hospitalization of sole family member. When the family consists of only one (1) member and that person leaves the home to go into a hospital or nursing home for a period of more than six (6) months, the assistance will be terminated. If a medical source documents that the person is expected to return to the unit in 180 days or less, the person shall continue to

receive assistance. If the person is not back in the unit within 180 days, assistance will be terminated.

6. Absence of all household members. If all members of the household are absent for 30 accumulative days, but have not moved from the unit, assistance will be terminated. In order to determine if the family is absent from the unit, HHA may write letters to the family at the unit, telephone the family at the unit, interview neighbors, and/or verify if utilities are in service. In cases in which the family has moved from the unit, assistance will be terminated in accordance with HHA termination and eviction policies.
7. Adult visitors. An adult may visit a unit for no more than 14 consecutive days per year. Exceptions may be granted by HHA if the visitor is providing care for a household member with a long-term illness. Adults exceeding this limit must be approved by HHA before being considered a family member and added to the lease. Addition of such person may not be approved if they cannot be accommodated within the existing occupancy limits for the unit.
8. Child visitors. Children under the age of 18 may visit a unit for a maximum of 90 accumulative days per year without being considered part of the family, provided the family has the written permission of HHA.
9. Joint custody of children. Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household and a dependant deduction is applicable. If custody of a minor child is less than 51% of the time, they may be considered part of the household in accordance with occupancy standards but no dependant deduction is permitted. If the family includes a child who is temporarily absent from the home due to foster care, the standards in paragraph 1 above apply.

B. Earned Income

Earnings anticipated to be received in the 12 months following the effective date of the certification will be annualized. To annualize income, HHA will multiply:

- ✓ Hourly income by the number of hours worked in a year;
- ✓ Weekly income by 52 weeks, unless it is verified that less weeks will be regularly worked;
- ✓ Bi-weekly income by 26 pay periods;
- ✓ Semi-monthly by 24 pay periods;
- ✓ Monthly by 12 pay periods.

Where income is seasonal or fluctuates as to hours or rates, such as for teachers, construction workers, farmers or migrant workers, HHA will use an average for 12 months based on past income history of the family and such anticipated income that can be verified.

C. Temporary or Sporadic Income

Temporary or sporadic income is not counted in determination of annual income. Employment lasting less than 30 days will be considered temporary. Sporadic income includes amounts that are neither reliable nor periodic.

D. Cyclical or Seasonal Work

When income varies due to cyclical or seasonal work, and the source of income has not changed from the previous year, HHA may rely on the previous year's income to anticipate income for the coming year. Increases in pay rate over that of the previous year would be considered.

When anticipated income cannot be determined for a full 12 month period, HHA will annualize current income and conduct an interim reexamination when income changes.

E. Net Income from Business or from Self-Employment

The net income from the operation of a business or self-employment is counted as income. Net income is the amount of business income received less expenses incurred. Deductions from business income can include business vehicle expenses, supplies and materials, staff salary and benefits and depreciation of assets. Any withdrawals of cash from the business will be considered income unless the withdrawal is reimbursements of cash or assets invested in the operation by the family. Expenditures for expansion or amortization of capital indebtedness are not used as deductions from income.

Business expansion includes substantially increasing the size of the business or branching out into adjacent areas that are not part of the original operation. Straight line depreciation of assets is an allowable expense and can be verified through examination of the income tax forms filed for the business or audited financial statements. Similarly, the accounting records and financial statements can be used to determine the initial/ongoing cash or assets invested in the business. This information can be used to determine whether or not a withdrawal is a reimbursement of investments in the business. If a business is co-owned by someone outside the household, audited financial statements and income tax returns can provide information to determine the level of net income to be attributed to the family from part ownership of the business.

F. Regular Contributions and Gifts

HHA has determined that the definition of regular contributions and gifts are such that are received weekly or monthly. Contribution/gift values will be determined by verifying with the giver and/or receiver, the amount, type and frequency of the contributions. For example, the average cost of regular donations of groceries or clothing to the family will be counted in the family income.

Also, where specific bills are paid such as telephone, gas, electric, cable, rent, etc. verification of billed amounts will be sought from the providers or the tenant.

Payments made by persons or entities (such as insurance company reimbursement for doctor bills or prescriptions) specifically for medical expenses will be excluded from income. Verification of the amount paid will be secured directly from the provider and third-party verification will be secured from the recipient. Any discrepancy between the amount paid and the amount due, or credit to the family will be counted as income unless it is determined that the amount is a one-time contribution.

G. Alimony and Child Support

The full amount of alimony and child support payments received is included in the calculation of annual income. Verification of the amounts can be found in the final divorce decree or settlement papers or may be obtained from the court if payments are made to and distributed by the court. If the family asserts that they are not receiving the full amounts due, HHA will attempt to verify the lesser amount through the court, the payer or through examination of original payment documents. If the payee has filed a claim in court for non-payment or under-payment, HHA may use those documents for verification. Until HHA obtains verification of the lesser amount, the full amount of alimony and child support payments will be included in income.

In cases where there is no award by the court, HHA must seek verification from the provider of the amounts paid, view canceled checks or money order receipts and, for alimony, the provider's income tax returns. Information from the provider will be matched against records provided by the payee including tax returns, if any, and any discrepancies reconciled to assure an accurate amount to include in annual income.

H. Lump Sum Payments

Lump-sum payments received due to delayed start of periodic payments (e.g. unemployment, TANF, Worker's Compensation or child support) except Social Security and Supplemental Security Income benefits, whether due to disputes or processing problems are counted as income.

Attorney fees may be deducted from lump-sum payments when the services were necessary to recover the lump-sum settlement and when the recovery does not include additional monies to pay the attorney fees.

Social Security and Supplemental Security Income benefits that are received in a lump sum or prospective monthly amounts are excluded from annual income. The lump sum payment may be treated as an asset.

I. Income from Assets

1. Assets Valued Under \$5,000

When assets owned by any family member (including minors) have a combined cash value of less than \$5,000, actual income received from asset(s) is counted as income. (For example, checking and savings accounts.) In determining the value of checking accounts HHA will use the lesser of the current balance or the average daily balance of the account for the most recent past three (3) months. Anticipated interest will be determined by multiplying the value of the checking account by the annual interest rate.

2. Assets Valued Over \$5,000

When assets owned by any family member (including minors) have a combined cash value of more than \$5,000, HHA will use the greater of actual income received from the asset(s) or imputed income using the HUD passbook rate.

3. Assets Disposed of for Less than Fair Market Value

HHA will count as an asset the difference between the market value and the actual amount received for assets disposed of for less than market value for two (2) years from the date of disposition. An imputed income may be calculated if all assets total more than \$5,000.

4. Contributions of Retirement Funds

While an individual is employed only the amount the family can withdraw without retiring or terminating employment is included as an asset. After retirement or termination of employment, any amount the employee elects to receive as a lump sum is included in income.

J. Military (Armed Forces) Pay

The military pay of the head of household, spouse or co-head is included in annual income. All regular pay, special pay and allowances of members of the military will be included in income (EXCEPTION: Special hazardous duty pay for a family exposed to hostile fire.)

K. Public Assistance

1. Temporary Assistance to Needy Families (TANF);
2. General Assistance.

Special calculations must be made for benefits received in "as paid" state or local programs.

"As paid" programs are those in which the family receives a specific amount for shelter and utilities and the amount is adjusted based upon the actual amount the family pays for shelter and utilities.

In “as paid” programs, the amount of welfare assistance income shall consist of:

1. The amount of the grant exclusive of the amount specifically designated for shelter and utilities; plus
2. 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 counted, as income is the actual amount received.

L. Imputed Welfare Income

HHA will not reduce a family’s rental contribution if the family’s welfare benefits were reduced due to:

1. Welfare fraud; or
2. Failure to fulfill the Welfare Department’s economic self-sufficiency or work requirements.

Imputed Welfare income must be calculated if the Welfare Agency verifies in writing that a family has been sanctioned for one (1) of the two (2) reasons above. Under these circumstances, HHA will not reduce the total tenant payment for the family. The amount of the sanction in welfare benefits is identified as imputed welfare income. The amount of the imputed welfare income plus other income received by the family is used to calculate the total tenant payment.

When new income to the household exceeds the imputed welfare income, the imputed welfare income is no longer considered in the determination of annual income.

The family will be offered an opportunity for an informal hearing. HHA will determine through third-party written verification why the benefits were reduced or suspended before adjusting the income and rent. If welfare benefits expired and program requirements were met, the family income will be reduced to determine rent.

M. Payments in Lieu of Earnings

When payments in lieu of earnings cannot be anticipated for the 12 months following certification, annualize the payments in lieu of earning and conduct an interim recertification when income changes.

1. Unemployment and Disability Compensation;
2. Severance Pay.

Lump sum health and accident insurance payments are not counted as income.

N. Periodic Payments and Allowances

Full periodic amounts received from:

1. Social Security;
2. Supplemental Security Income;
3. Annuities;
4. Insurance Policies;
5. Retirement Funds;
6. Pensions;
7. Disability or Death Benefits;
8. Alimony or Spousal Support;
9. Child Support;
10. Other Types of Periodic Receipts.

The withdrawal of cash from an investment that is received as periodic payments (i.e. 401 K, IRA) should be counted as income unless the family can document and HHA verifies that amounts withdrawn are reimbursement of amounts invested. When a family makes a withdrawal from an account in which it has made an investment (such as annuity or IRA), the withdrawals count as income only after the amount invested has been totally paid out.

If benefits (such as Social Security or Veteran's benefits) are reduced due to a prior overpayment, use the actual amount of the current allocation (before withholding for medical premiums).

If benefits are reduced due to other withholding, such as an IRS garnishment or child support garnishment, use the full award amount.

O. Income of Dependents

A dependent is a family member who is under 18 years of age, is disabled (regardless of age), or is a full-time student (regardless of age).

The head of household, spouse or co-head, foster-child, or live-in aide are never dependents.

Benefits and non-earned income of minors are counted in determining annual income. Earned income of minors is not counted.

Count only the first \$480 of earned income of full-time students age 18 and older who are not the head of household, spouse or co-head.

Count all non-earned income of full-time students.

Count all income (earned and non-earned) of the head of household, spouse or co-head, even if he/she is a full-time student or a minor.

P. Income of Student of Higher Education

Include first \$480 of earnings for full-time students other than the head of household, spouse, co-head, foster child or live-in aide.

Include the gross earnings of a student of higher education who is head of household, spouse or co-head. (Exclude earnings of dependents who are full-time students of higher education.)

All other unearned income (except that which is excluded by federal regulation) of students of higher education.

Q. Income of a Live-in Aide

The income of a live-in aide is excluded from income provided that the person meets the live-in aide criteria established by HUD.

A live-in aide is a person who resides with one (1) or more elderly or near elderly persons or persons with a disability and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

This definition does not automatically exclude relatives. Husbands or wives for example may provide attendant care for spouses but would not have their income excluded since they would be living in the unit and are legally responsible for support. Adult sons, daughters or other relatives would have their income excluded if they can demonstrate that they otherwise would be living elsewhere. Verification would involve a determination regarding whether the person previously lived outside the unit and moved back solely to take care of the family member, or hasn't resided in the unit for at least three (3) months.

Verification of the need for live-in aide services should be obtained from qualified medical, health or social services/rehabilitation specialists. Verification of a legal requirement for support includes marriage certificates, court ordered guardianship, or other legal documents requiring the attendant to be legally responsible for support of the person they care for. HHA would have to verify residency of the attendant as being elsewhere through prior landlords, rental agreements or leases, rental receipts, utility bills in the attendant's name for another address, driver license or other government issued ID, etc.

Live-in aides are not remaining members of a resident family and must vacate the unit if the person they care for vacates. Also, live-in attendants should have their own bedroom and may have family members live with them provided that HUD will not increase the operating subsidy by the cost of additional bedrooms and the presence of the live-in aide's family does not cause over-crowding.

IV. AVERAGING INCOME

There are two (2) ways to calculate income when the income cannot reasonably be anticipated for a full year:

1. Annualize current income (and subsequently conduct an interim recertification if income changes);
2. Average known sources of variable income to estimate an annual income (no interim adjustment is required if income remains as predicted);

Income from the various years may be analyzed to determine the amount of anticipated income when future income cannot be clearly verified. If, by averaging, a reasonable estimate can be made, that estimate will be used to anticipate annual income over the next 12 months, instead of changing the TTP every month as the income fluctuates.

V. FEDERALLY MANDATED INCOME EXCLUSIONS

Some amounts are prohibited from being included in a family's income for rent determination purposes. These amounts, called exclusions, are not part of annual income.

Excluded income is reported on form HUD-50058. HHA must obtain verification for income exclusions if without that verification HHA would not be able to determine whether or not the income is to be excluded from annual income. Depending on the circumstances, any or all of the following may need to be verified:

1. Source of excluded income;
2. Circumstances that qualify a family members income to be excluded;
3. The amount of the exclusion.

A. Wages of Family Members Under Age 18.

The full amount of income from employment of children (including foster children) under the age of 18 (excluding the head of household, spouse of head of household, or co-head).

B. Earnings in Excess of \$480 for Full-Time Students Over Age 18 (except Head of Household, Spouse or Co-Head)

The first \$480 of earned income of each full-time student 18 years old or older (excluding the head of household, spouse or co-head) earned is counted in calculation of annual income.

C. Refunds or Rebates of Property Tax on Home.

Amounts received by a family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit are excluded in the calculation of annual income.

D. Payments for Student Financial Assistance Paid Directly to the Student or Educational Institution.

The full amount of financial assistance, including grants, scholarships, educational entitlements, work-study programs and financial aid packages, are excluded in the calculation of annual income. (Although not counted toward annual income HHA shall record grants, scholarships and student financial aid on Form HUD-50058 and show as excluded.)

E. Lump-Sum Additions to Family Assets.

Lump-sum additions to family assets, such as inheritances, health and accident insurance, worker's compensation, capital gains and settlements for personal or property losses are excluded in the calculation of annual income.

F. Lump-Sum Payments of Deferred Benefits.

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded in the calculation of annual income.

G. Amounts Set Aside for use Under PASS.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) are excluded in the calculation of annual income.

H. Temporary, Non-Recurring, Sporadic Income.

Temporary, non-recurring or sporadic income (including gifts) is excluded in the calculation of annual income. Sporadic income is that which is not of a regular nature and which cannot be counted on continuing.

I. Medical Expenses.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member are excluded in the calculation of annual income.

J. Income of Live-In Aides.

All income of a live-in aide is excluded in determining annual income.

K. Adoption Assistance Payments in Excess of \$480 per Child.

\$480 per child of adoption assistance payments received by the family is counted in determining annual income.

L. Payments to Keep Developmentally Disabled Family Members at Home.

An amount paid by a state or local agency to a family with a member who has a developmental disability living at home is excluded in the calculation of annual income.

M. Payments Received for the Care of Foster Children or Adults.

Payments received for the care of foster children or foster adults are excluded in the calculation of annual income. Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.

N. Armed Forces Hostile Fire Pay.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire is excluded in the calculation of annual income. All other pay to household members who are serving in the Armed Forces is included in income.

O. Foreign Government Reparation Payments.

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 are excluded in the calculation of annual income.

P. Earnings and Benefits from Employment Training Programs Funded by HUD.

Training programs funded by HUD will have goals and objectives. This is not to be confused with employment by HHA.

Q. Incremental Earnings and Benefits from Participation in Qualifying State and Local Employment Programs.

Incremental earnings and benefits received by 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 are excluded in the calculation of annual income.

A qualified training program is one (1) that is part of a State or local employment–training program and has clear goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized or funded by federal, state or local law, or operated by a public agency. These include programs through Department of Labor, Employment Training Administration, and Welfare–to–Work Grants.

Amounts excluded by this provision are excluded only for the period during which the family member participates in the employment–training program.

R. Reimbursement for Out of Pocket Expenses While Attending a Public Assisted Training Program.

Amounts received by participants 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 which are made solely to allow participation in a specific program are excluded in the calculation of annual income.

S. Resident Service Stipend not to Exceed \$200 per Month for Services to HHA.

Amounts received under a resident service stipend are excluded in the calculation of annual income.

A resident service stipend is a modest amount, not to exceed \$200 per month, received by a resident for performing a service for HHA, 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, ground maintenance, resident initiatives coordination, and serving as a member of HHA governing board.

No resident may receive more than one (1) such stipend during the same period of time.

The Public Housing Reform Act provides that the governing board of HHA must generally contain at least one (1) member who is directly assisted by HHA. To support and facilitate implementation of this new statutory requirement, HUD has clarified that the resident service stipend exclusion covers amounts received by residents who serve on HHA's governing board.

- T. The value of the allotment provided to an individual under the Food Stamp Act.
- U. Payments to volunteers under the Domestic Volunteer Services Act which includes, but is not limited to:
 - ✓ RSVP; ✓ Senior Companion Program
 - ✓ Foster Grandparents ✓ VISTA
 - ✓ Peace Corps; ✓ Service Learning Program;
 - ✓ Special Volunteer Programs ✓ Active Corps of Executives
 - ✓ Service Corps of Retired Executives (SCORE);
 - ✓ Small Business Administration programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Person with Business Experience;
- V. The first \$2,000 of payments received under the Alaska Native Claims Settlement Act.
- W. Income derived from certain sub-marginal land of the U.S. that is held in trust for certain Indian tribes.
- X. Payments or allowances under Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP).
- Y. Payments received under programs funded in whole or in part under the Partnership Act.
- Z. Income derived from the disposition of funds of the Grand River Band of the Ottawa Indians.
- AA. The first \$2,000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
- BB. The full amount of federal scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work study programs or under the Bureau of Indian Affairs student assistance program.
- CC. Payments received from programs funded under Title V of the Older Americans Act of 1965 which includes, but is not limited to:
 - ✓ Senior Community Services Employment Program;
 - ✓ National Caucus Center on the Black Aged;
 - ✓ National Urban League;
 - ✓ Association National Pro Personas Mayors;
 - ✓ National Council on Senior Citizens;
 - ✓ Green Thumb.
- DD. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the Agent Orange product liability legislation.
- EE. Payments received under the Maine Indian Claims Settlement Act of 1980.
- FF. Childcare arranged for or provided under the Child Care and Developmental Block Grant Act or any amount received for such care or reimbursement for costs incurred in such care.

- GG. Federal and State Earned Income Tax Credit refund payments.
- HH. Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.
- II. The first \$2,000 of income received by an individual Indian derived from interests or trusts or restricted land.
- JJ. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- KK. Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from Spina Bifida who is the child of a Vietnam Veteran.
- LL. Any amount of crime victim compensation that the applicant (under the Victims of Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant.
- MM. An amount earned by temporary Census employees for determining income in the Department's assisted housing programs. Terms of employment may not exceed 180 days for the purposes of the exclusion.

VI. SELF-SUFFICIENCY INCENTIVE (EARNED INCOME DISREGARD)

- A. Any family may qualify for the earned income disregard if:
 1. Their annual income increases as a result of employment of an adult family member who was previously unemployed 12 or more months prior to the employment; or
 2. Their annual income increases as a result of increased earnings by an adult family member during participation in any economic self-sufficiency or other job-training program; or
 3. Their annual income increases as a result of new employment or increased earnings of an adult family member, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families (TANF) funded under Part A of Title IV of the Social Security Act. The TANF program includes formula-driven maintenance assistance and such benefits and services as one (1)-time payments; wage subsidies and transportation assistance—provided that the total amount over a six (6) month period is at least \$500.

NOTE: Receipt of Food Stamps and/or Medicaid is not part of the TANF program. If no TANF assistance is provided as listed above, the family will not qualify for the earned income disallowance under TANF provisions but may qualify under the remaining criteria. HHA will verify receipt of benefit or services other than monthly maintenance with the TANF provider if the family indicates that their eligibility for the earned income disallowance is based on other assistance under TANF.

Incremental increases in earned income are excluded fully for the first 12 month period and 50% excluded for the second 12 month period. HHA will maintain a log for each individual showing, if applicable, earning and benefits from qualified training programs, incremental increased earnings from employment for the first 12 month period and the second 12 month period. Since the total window of opportunity for the earned income disregard extends over 48 months, the log will adequately reflect all periods of employment and non-employment to assure the family member receives the benefit of each full 12 month period.

B. The disregard of increases in earned income will be calculated as follows:

1. Initial Period. During the cumulative 12 month period beginning on the date an adult member (of a qualified family) is first employed or the family first experiences an increase in annual income attributable to employment, HHA must exclude from annual income (of a qualified family) any increase in earned income of that adult family member as a result of employment, over prior income of that family member.

Example: An adult family member receives SSI of \$500 per month. This adult family member starts a job as a greeter at a local retail store for \$5 per hour, 20 hours per week. Assume for this example the SSI remains the same.

The first 12 months the income is as follows:

SSI:	\$500 x 12	=	\$6,000
Work:	\$5/hr x 20 hrs x 52 weeks	=	<u>\$5,200*</u>
			\$6,000 Gross Annual Income

*this amount is excluded for the first 12 months

2. Phase-In Period. During the second cumulative 12 month period after the date an adult family member (of a qualified family) is first employed or the family first experiences an increase in annual income attributable to employment, HHA must exclude from the annual income (of a qualified family member) 50% of any increase in income of such family member as a result of employment over income of the family member prior to the beginning of such employment.

The second 12 months the income is as follows:

SSI:	\$500 x 12	=	\$6,000
Work:	\$5.50/hr x 25 hrs x 52 weeks	=	\$7,150
Excluded 50%		-	<u>\$3,575</u>
			\$10,175 Gross Annual Income

3. Maximum four (4) year window of opportunity. The disallowance of increase in earned income of an adult family member, as provided above, is limited to a lifetime 48 month window of opportunity. The disregard applies for the 100% exclusion for a cumulative 12 month period and for the 50% exclusion for the second 12 month period.
4. This earned income disregard does not apply to admissions.

VII. ASSETS

HHA will determine the net cash value of each asset by deducting reasonable costs that would be incurred to convert the asset to cash from the market or face value of the asset. Reasonable costs include, but are not limited to:

- ✓ Penalties for early withdrawal of funds from CDs, Money Market accounts, IRAs, annuities, etc.;
- ✓ The cost basis plus commissions and fees for stocks, bonds and other capital investments;
- ✓ Appraisal fees, realtor commissions, closing costs, repair costs for real property;
- ✓ Penalty fees for early withdrawal of IRAs, pensions and annuities.

If assets are held jointly in and “and” or an “or” account, the full value of the asset less any reasonable costs will be counted unless the family member can demonstrate that their access to the account is legally restricted. HHA must be able to verify the restriction.

Not counted, as assets are necessary items of personal property. These include but are not limited to: clothing; furniture, personal automobiles, computers and related equipment for personal but not business use.

Assets include, but are not limited to trusts (only if a family member has access or control of the trust), joint accounts, investments, CDs, IRAs, Keogh, real or personal property or other annuities to which the family member has access even if penalties would be imposed for early withdrawal.

In determining the net cash value of assets, HHA will treat assets as follows:

A. Trusts

Principal from a trust is not counted as an asset if the trust is not revocable by, or under the control of, any member of the family, so long as the fund continues to be held in trust. The distributions are considered to be part of annual income. A lump sum distribution in total or in part will be added to all other income and divided by 12 to obtain the gross monthly income. Verification of trust provisions should be contained in the original trust documents. If the documents cannot be obtained, verification should be obtained from the trustee (individual or financial institution).

If a family sets up an un-revocable trust for the benefit of another person outside of the household, the PHA must determine whether or not the value of the trust is less than the fair market value of the assets contained therein had the family retained the asset. If that is the case, the fair market value less reasonable costs must be determined and the net value of the asset included in total assets. Any income the family receives from this trust will be included in annual income. Nominal amounts set aside in trust for or donated to charitable organizations up to \$1,000 will not be considered assets disposed of for less than fair market value.

B. Joint Ownership

For joint ownership of assets, HHA must determine the percentage of ownership attributable to the family member. Documents that may provide this information include deeds, tax returns, ownership papers and financial institution records. These types of documents should, if applicable to the asset, describe whether the family member has full or restricted access to the asset. If restricted, HHA will use only that portion of the asset available to the family member.

C. Investments

The family must maintain the original copies of receipts for purchases of stocks, bonds, etc. Another source is original periodic statements from brokers that reflect the cost basis of any investment holding which are liquidated. This information will provide the basis for determining reimbursement for amounts invested.

D. Retirement Benefits (CDs, IRAs, Keogh)

Retirement/pension accounts, while the household member is employed, are counted as assets only if there is access to cash from the account while employed. Similarly, if funds are held in the account with the principal restricted from access, only distributions from the fund are counted as income.

E. Checking and Savings Accounts

Checking and savings accounts are also considered as assets. The total amount in savings will be considered an asset unless the account is specifically designated under a plan for self-sufficiency for a person with a disability under Social Security Administration guidelines. Checking accounts are also assets under HUD guidelines; however, since most checking accounts are used primarily as a pass-through for receipt of income and payment of monthly household expenses, the amount in the checking account is an asset.

Verification of these accounts will be made first, from a bank verification form completed by the bank. If the bank charges either the resident or HHA, bank statements and passbooks will be used instead. Bank statements for at least six (6) consecutive months will be requested for verification of balances in checking accounts. For threshold exceptions, original billings, rental receipts and related documents will be required. NOTE: Interest received from an interest bearing checking account is considered income.

F. Annuities

Annuities may provide for either fixed or variable payment. For variable payments, HHA will evaluate historical information to determine the approximate anticipated payment amount for the next 12 month period. This annualized income may be adjusted based on significant changes from the anticipated income. The holder of an annuity may withdraw the funds at any time before maturity but will pay a penalty for early withdrawal. Verification of the penalty amount may be obtained from the company holding the annuity and should be deducted from the total distribution before determining asset or income amounts. Monthly or periodic regular annuity payments are counted as income while the principal of the annuity remains an asset until fully liquidated. Verification of any annuity expenses will be obtained from the annuity provider.

G. Net Cash Value of Assets Disposed of for Less than Fair Market Value for Two (2) Years from Date of Disposition

Reasonable costs include, but are not limited to:

- ✓ penalties for early withdrawal of funds from CDs, Money Market accounts, IRAs, annuities, etc.
- ✓ the cost basis plus commissions and fees for stocks, bonds and other capital investments;
- ✓ appraisal fees, realtor commissions, closing costs, repair costs, if applicable, for real property;
- ✓ penalty fees for early withdrawal of IRAs, pensions and annuities.

If assets are held jointly in an “and” or an “or” account, the full value of the asset (less any reasonable costs) will be counted unless the family member can demonstrate that their access to the account is legally restricted. HHA must be able to verify the restriction.

Assets that are necessary items of personal property will not be counted. These include, but are not limited to:

- ✓ clothing;
- ✓ furniture;
- ✓ personal automobiles;
- ✓ computers and related equipment not used for business.

H. Lump Sum Additions

Lump sum additions such as inheritances, insurance payments (including payments under health and accident insurance and Workers’ Compensation, except those portions which are reimbursement for expenses paid out by the family or otherwise excluded by HUD regulation), capital gains and settlement for personal or property losses are counted as assets whether or not they are placed in savings or other investment vehicles. HHA will verify payments of inheritances through the executor; health, accident and Workers’ Compensation payments through the provider; capital gains through the broker, original 1099s or tax returns and settlements for personal or property losses through the insurer.

Lump sum payments of \$500 or less will be included in the calculation of assets.

VIII. HUD REQUIRED DEDUCTIONS

HUD has five (5) allowable deductions for annual income:

- A. Dependent Allowance: \$480 each for family members (other than the head, spouse or co-head) who are minors (including children who are adopted), and for family members who are 18 and older, who are full-time students or who are disabled (foster children, foster adults and children of live-in aides are not entitled to this deduction).
- B. Elderly/Disabled Allowance: \$500 per family for families who head, spouse or co-head is aged 62 or older or disabled.
- C. Allowable Medical Expenses: Deducted for all family members of an eligible elder/disabled family.

IRS publication 502 will be used as guidance where questions arise as to an item's eligibility. This publication provides a complete listing and description of allowable medical and dental expenses that can be included as medical deductions. Where an expense item can be treated as either a medical or a disability assistance expense, HHA will calculate the expenses both ways and give the family the greater deduction.

HHA will advise all families at certification/recertification that they may report any one (1)-time non-recurring medical or disability expense cost and request an interim recertification.

- D. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the disabled person or another adult family member to work.

Disability assistance expenses are those 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 family member) to be employed. These expenses may not be paid to a member of the family nor reimbursed by an outside source.

HHA must determine what is "reasonable" based on local conditions and costs as well as whether the expenses are directly linked to enabling the family member to work. Reasonable attendant care costs for the locality should be verified through a local social services agency, which handles attendant care needs, or an Independent Living Center that assists families in matching attendants with disabled clients. In determining the reasonable cost for equipment, special apparatus, or accessibility modifications, the family should provide estimates of costs for HHA to use in evaluating what is "reasonable".

Attendant care includes the actual cost of providing an attendant to care for a disabled person either in the home or in the work place based on local standards for hourly pay or salary. Equipment may include but is not limited to, providing a wheelchair (manual or electric) to allow the disabled individual the mobility to go from home to place of employment or to facilitate care in the home, ramps to provide access to and from the unit, modifications to a vehicle or special equipment to enable a blind individual to read or type, but only if this enables the disabled person or other family member to work, any other type of special equipment needed for mobility if the use thereof is demonstrated to be employment related for the disabled person or another family member. The amount allowed is limited to the amount that exceeds 3% of gross family income and does not exceed the amount earned as a result of the expenses.

HHA will advise all families at each certification/recertification that they may report any one (1)–time non–recurring medical or disability expense cost and request an interim recertification.

HHA must be able to verify there is a direct link between the disability assistance expenses claimed by the family and a family member (including the disabled family member) going to work. This will generally involve determining whether the employed family member was previously employed.

If more than one (1) family member is enabled to work as a result of the incurring of disability assistance expenses, HHA will verify the employment and combine the incomes of all working family members to establish the cap by which the expenditures are limited.

In some cases if equipment is purchased (example: a computer with adaptation devices for the disabled individual) which will not be used exclusively for employment purposes. In such case, HHA will require the family to certify as to the percentage of the time the equipment is used strictly for employment purposes and pro–rate the expenses.

Example: A computer is purchased for the home and is used by the disabled person to perform medical billing or transcription. The disabled person certifies that 60% of the computer is used strictly for activities related to the employment and 40% for other personal use. The cost of the computer, peripheral equipment (i.e. printer, software, etc.) and special adaptive devices is verified by original invoices and receipts to be \$2,400. HHA would allow \$1,440 ($\$2,400 \times 60\%$) as the disability assistance expense deduction provided that the income from the employment use of the equipment exceeds the expense cap.

If both childcare and disability expenses are needed to enable a person to work, HHA will use the same employment income to justify the childcare allowance and the disability assistance allowance.

- E. Childcare Expenses: Deducted for the care of children under 13 years of age when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.

The following standards are the criteria for allowing childcare expenses as a deduction:

1. Childcare to work: The maximum childcare allowed would be based on the amount earned by the person enabled to work. The “person enabled to work” is the adult member of the household who earns the least amount of income from employment. The childcare deduction may not exceed the amount of income earned by the person enabled to work.
2. Childcare for school: HHA will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours that the family member is attending school (with the addition of one [1] hour travel time to and from school) versus the number of hours claimed for childcare. The number of hours for which the childcare deduction is allowed shall not exceed the school and travel time.
3. Childcare to see employment: The deduction for childcare to seek employment must not exceed the annual adjusted income of the family member seeking employment. The deduction does not include transportation costs or other expenses incurred, and are limited to 12 months per individual.

To claim the deduction, verification from the childcare provider must include the name, address, and phone number of the company or individual childcare provider, the names of the children being care for, the number of hours for which childcare is provided, the rate of pay and the typical yearly amount paid (taking into account school and vacation periods).

Verification from the job seeker must include documentation from an employment service agency and/or written verifications of interviews from potential employers.

Childcare expenses must be “reasonable” and may not exceed the amount of employment income that is included in annual income. HHA will make a determination as to what is a reasonable rate for childcare based on local conditions and rates. HHA will obtain information from the social services agency that certifies childcare providers, day care centers, federally funded after school programs, etc. and determine a scale of reasonable costs. If it is determined that there is a significant difference between in-home care and day care center charges, HHA will develop a separate scale for each.

If the family has school age children who require care only before and/or after school hours, HHA will consider payment for before and/or after school activities to be a reasonable expense in lieu of individual childcare.

At annual certification, HHA will determine the total anticipated childcare expense for the employed family members (including increases for care needed during school breaks and summer vacations for school age children) and average the amount over 12 months. Should there be a significant variation from the estimated amount the family may request an interim certification adjustment.

If childcare is required to allow one (1) or more family members to be employed, the amount of the childcare expense may not exceed the total of earned income received by all family members. The amount of childcare expenditure must be reasonable if the purpose of the childcare is to allow a family member to actively seek employment or to further his or her education.

To qualify for childcare deductions under the provision of actively seeking employment, the family member may be a participant in an official job search program or may simply demonstrate independent job search activities. In either case, in order to verify the time spent in seeking employment, HHA will require the family to maintain a log that reflects the following:

1. The date and time of departure from home (including time needed to drop off children for childcare, if provided outside the home);
2. The name and location of the prospective employer, unemployment office or employment agency;
3. The name of the person(s) contacted and telephone number;
4. The length of time for completion of the application, the interview testing or other job search activity;
5. The time the children are picked up and the time arrived at home;
6. The name, address, telephone number and social security number of the childcare provider;
7. The total amount paid for the childcare.

If multiple applications are placed or interviews are held consecutively or on the same day, the above information should be provided for each prospective employer or agency. HHA will use this information to verify the contacts and the eligibility of childcare expenses. Since job search activities may be irregular and not easily anticipated, HHA may attempt a limited inclusion at the annual certification and conduct an interim examination after actual expenditures have been incurred. In many instances, job search periods will be of limited duration, but in some cases the job search period may be extended, especially if the type of employment sought is limited in availability, employment opportunities of any kind are scarce or the job skills needed are unusual.

To qualify for childcare deductions under the provision of furthering education, the family member must demonstrate that they are enrolled in some accredited or approved educational or training program. While the type of educational effort may vary widely and be either full-time or part-time, evidence of regular participation will be required and verified by HHA. Furthering education can include, but is not limited to:

1. Completing high school or equivalency (GED);
2. Trade school;
3. Community or junior college;

4. Four (4)-Year college;
5. Technical schools;
6. ESL or basic education classes;
7. Apprenticeship programs;
8. Certificate programs;
9. Clerical school;
10. Independent study.

If the family member must access on-line educational program out of the home, the family member must provide and HHA must verify information on the type of education program, the number of units or hours of participation, and the name of the educational institution or training facility. HHA will allow childcare expense coverage to include pick-up and drop-off of children at the provider's location. HHA will also evaluate expenses which may exceed the norm if childcare must be provided evening, nights or weekend for either educational or employment purposes.

HHA will review the work hours or educational hours to assure that the combined employment or education hours plus pick-up/drop-off times are within a reasonable time-frame (generally determined to be no more than one [1] hour before or after scheduled work hours or class times). Exceptions may be made for overtime, special seminars or testing, providing HHA can verify the extended times.

Childcare expenses may not be divided between two (2) households in cases of split custody. If only one (1) custodian is an assisted family, the cost of childcare will be pro-rated based on the percentage paid by each custodial parent. The cap on eligibility for childcare expenses allowed the assisted family would still be based on the earned income limitation.

One (1) or more family members can engage in qualifying activities for childcare purposes as long as the limitations of reasonable expenses for job search, education and expenses not exceed the earned income for employment.

The deduction for childcare is not given if an agency or person outside the household reimburses the expenses.

IX. PERMISSIVE DEDUCTIONS

In order to encourage economic self-sufficiency among residents of HHA's public housing units, permissive deductions have been adopted for exclusion when calculating the anticipated gross household income:

- A. Permissive deductions apply to the first 12 months of new or increased employment and will be spread out over the immediate 12-month period to eligible adult household members. The permissive deductions listed below are a onetime per lifetime exclusion to be applied to adult household members who:
 1. Have been unemployed for at least six (6) months and seek and secure employment; or
 2. Are employed but increase their gross monthly income by at least \$200 per month; or
 3. Continue their education.
 - a. The one (1) time per lifetime deductions are as follows:
 - i. The actual amount needed for the purchase of uniforms, tools and/or equipment required for the specific employment, which are not paid for or reimbursed by the employer. (This is a onetime per lifetime exclusion.)

- ii. Reasonable cost of childcare for older children who would not otherwise be eligible for childcare deductions, if the employed family member works nights.
 - iii. The un-reimbursed costs of tuition, books, supplies, and fees.
- b. On-going permissive deductions are as follows:
- i. The actual cost of court-ordered child support **paid** for a child that is not in the resident's custody; and/or
 - ii. The actual cost of court-ordered child support **paid** to an individual that is not a member of the same household; or
 - iii. The actual cost of court-ordered alimony **paid** to an individual that is not a member of the same household.

X. MINIMUM RENT

HHA has adopted a minimum rent of \$50.

XI. PRO-RATED ASSISTANCE FOR MIXED FAMILIES

A. Applicability

Pro-rated assistance must be offered to any mixed applicant or participant family. A mixed family is one that includes at least one (1) U.S. citizen or eligible immigrant and any number of ineligible members.

Mixed families that were a participant on June 19, 1995 and do not qualify for continued assistance must be offered pro-rated assistance. Mixed family applicants are entitled to pro-rated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to pro-rated assistance.

B. Pro-rated Assistance Calculation for Mixed Families

Pro-rated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total tenant payment is the gross rent minus the pro-rated assistance.

HHA shall pro-rate the family's assistance as follows:

Step 1: Determine the TTP in accordance with 913.107 (a) (annual income includes the income of all family members including any family member who has not established eligible immigration status).

Step 2: Subtracting the TTP from the "public housing maximum rent" (as defined by HUD) applicable to the unit or HHA. (See *Definition* Section of these policies for further information on public housing maximum rent.) The result is the maximum subsidy for which the family could qualify if all the members were eligible ("family maximum subsidy").

Step 3: Dividing the family maximum subsidy by the number of person in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."

Step 4: Multiplying the member maximum subsidy by the number of "eligible" family members.

Step 5: The products of steps 1-4 as set forth here, equals the amount of subsidy to which the family is eligible ("eligible subsidy"). The family's rent is the "public housing maximum rent" minus the amount of the eligible subsidy.

XII. ZERO INCOME FAMILIES

Families reporting no income will be asked at application and recertification how the family pays for necessary living expenses via a Zero Income and Contributions Worksheet. If it is determined that the family is receiving regular monetary or non-monetary contributions and/or gifts from non-household members/organizations and/or other sources, the value of these gifts will be annualized to estimate income.

If it is determined that the family receives no income from gifts, contributions, or any other source, the family will be required to complete, sign and date a statement of zero family income. Such families may be required to maintain all receipts for any expenses (e.g. food, clothing, utility bills, etc.) for the most recent two (2) months. This amount, excluding any food stamps or the HHA utility allowance payments, will be annualized to determine annual income. Zero income families will be recertified every 90 days to determine if there are any new sources of income. The recertification may include an inquiry to the Department of Labor and shall include HUD's EIV website (in the case of a resident family).

1. If a family reports that it does not have an income, all adult members will be required to complete and certify a Zero Income and Contributions Worksheet execute a temporary 90 day recertification.
2. Family members 18–25 years of age who are attending school full time may not be required to report income status every 90 days.
3. Where outside sources are paying bills or donating household goods on a regular basis, the value of these contributions will be included as annual income.

HHA ADMISSIONS & OCCUPANCY POLICY

SECTION 15. RENTAL FEES AND OTHER CHARGES

The following outlines the policies and procedures for calculating rental fees and other charges paid by HHA residents.

I. TENANT RENT

Tenant rent is the amount of rent payable by the resident to HHA. Each resident family is required to pay a minimum rent of \$50. Tenant rent is total tenant payment (TTP) minus any applicable utility allowance for tenant paid utilities.

Rent is due and payable on the first of each month and is delinquent if not paid by the close of business on the 5th calendar day of the month. If the 5th day of the month falls on a weekend or holiday, the rent will be late as of the close of business on the next full business day.

II. LATE PAYMENT OF TENANT RENT

On or about the 6th calendar day of the month a late fee of 10% of the Tenant Rent will be assessed.

III. PAYMENT OF TENANT RENT

It is HHA's policy not to accept cash for payment of rent or other charges. Rental and other payments will be accepted only in the form of a money order, certified check, cashiers check or personal check. Personal checks and money orders may be presented until or unless more than one (1) non-sufficient funds (NSF) check or money order, etc. is presented. The resident will then be required to make payment using pre-paid funds (i.e. certified check, cashier's check). A minimum fee of \$20, however in the event the fee exceeds \$20 an amount equal to HHA's costs incurred will be assessed against a resident's account in the event a form of payment is returned to HHA as un-payable (i.e. NSF checks or money orders, closed accounts, etc).

IV. CHOICE OF RENT

A. The amount payable monthly by the family as rent to HHA is selected annually by the family from the following options:

1. ***Flat Rent***: Rent that is based on the market value of the unit as determined by HHA. The market rent is the rent charged for comparable units in the private, unassisted rental market for which HHA could lease the public housing unit after preparation for occupancy. HHA will not pay utility reimbursement for a family that has chosen to pay a flat rent for its unit. Families choosing flat rents will be recertified once every year. Family composition will be verified annually. (See schedule of Flat Rents);
2. ***Income-based Rent***: Rent that is based on the family's income as determined by HHA based on the established rent policies, which may specify a percentage of income, include a schedule of rents, involve depositing a portion of the tenant rent to an escrow account, imposing a ceiling on

tenant rents, adopting permissive income deductions, etc. The income-based rent plus any applicable utility allowance will not exceed the total tenant payment (TTP) as determined by the statutory formula. The income based rent levels, as adopted by HHA, will be identified in a separate policy adopted by HHA's Board of Commissioners and incorporated by the reference in this policy.

- B. HHA will provide, through its orientations, individual counseling and written notices, sufficient information to allow families to make an informed choice of rent payment options. At a minimum, families will be advised of:
 - 1. The dollar amount of tenant rent for the family under each option;
 - 2. HHA's policies on switching the type of rent in circumstances of financial hardship;
- C. If HHA determines that the family is unable to pay the flat rent because of financial hardship, HHA will immediately switch the family's rent from flat rent to income-based rent. Once a family switches from flat rent to income-based rent due to financial hardship, the family must wait until its next annual option to select the type of rent they choose to pay.
 - 1. HHA has established the following policies for determining financial hardship circumstances:
 - a. The family's income has decreased because of changed circumstances, loss or reduction of employment, death in the resident family which results in income reduction or funeral expenses, and reduction in or loss of earnings or other assistance;
 - b. The family has experienced an increase in expenses because of changed circumstances for un-reimbursed medical costs, child-care, transportation, education or similar items;
 - c. HHA may include other reasonable financial hardship circumstances, which may be applied on a case-by-case basis at management discretion.
- D. HHA will review the flat rent levels, at least annually, to ensure that the established levels continue to mirror market rent values. This periodic review may result in the flat rents being either increased or decreased. Residents paying flat rents would not have their rent adjusted (up or down) until their annual recertification or annual update.

V. TEMPORARY TOTAL TENANT PAYMENT (TTP)

- A. If HHA is unable to obtain all verifications necessary to compute a resident's TTP on the date of admission, a temporary TTP will be established. The temporary rent will be based on information supplied by the family in its application as well as the verifications which have been obtained.
 - 1. The applicant/resident shall be advised, in writing, that the TTP is temporary, pending receipt of appropriate verifications. The notice will make clear the final TTP will be effective from the date of admission. Any over-payments will be credited to the resident's account. Any underpayments will be due and payable within 14 days of the final determination.
 - 2. The resident shall report to HHA's on site management office every 90 days until HHA has established the final TTP. Upon receipt of the required verifications, a determination of the final TTP will be made. The resident shall be sent written notification of the final TTP.
 - 3. HHA will make appropriate changes to the dwelling lease agreement each time the TTP is adjusted, through the use of a Notice of Rent Adjustment.

VI. TOTAL TENANT PAYMENT (TTP)

A. The TTP for resident families shall be the *highest* of the following, rounded to the nearest dollar:

1. 30% of the family's monthly-adjusted income; or
2. 10% of the family's monthly income;
3. A minimum rent of \$50.
 - Financial Hardship Exemptions have been established allowing HHA to waive or post-poner this requirement.

VII. SPECIAL RE-CERTIFICATIONS

If at the time of admission or during an interim or annual recertification, a family's existing conditions of employment are too unstable to develop the adjusted income into the coming 12-month period for the purpose of determining TTP, HHA will schedule a special recertification. This special recertification will take place at a date by which HHA estimates that the family's circumstances will be stable.

If at the time of such special recertification it is still not possible to make a reasonable estimate of adjusted income, special re-certifications will continue to be scheduled until a reasonable estimate of the adjusted income can be made. Rents determined at special certifications shall be made effective the first of the 2nd month following the final rent determination unless the rent determination is a reduction. In that case, the effective date will be the first of the month following the recertification verification. Until the final rent determination can be made, the family will pay rent based upon the existing adjusted income.

VIII. OBTAINING A HEARING REGARDING AMOUNT OF TTP

- A. Before a hearing is scheduled in any grievance involving the amount of rent that HHA claims is due, the family must pay an escrow deposit to HHA in the amount equal to the TTP, which HHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. Subsequently, the family must continue to deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer or panel;
- B. HHA will waive this requirement for escrow concerning financial hardships exemptions of minimum rent requirements or reductions in welfare benefits related to work requirements;
- C. Unless HHA waives the requirements or it meets the criteria of (B) above, the family's failure to pay the escrow deposit will terminate the grievance procedure.
 1. The family's failure to pay the escrow deposit does not constitute a waiver of the family's right to contest any appropriate judicial proceeding.

IX. CHARGES IN ADDITION TO RENT

- A. In addition to dwelling rent, the Housing Authority dwelling lease agreement imposes charges for:
 1. Late payment of rent;
 2. Forms of payment returned as unpaid by HHA's depositor(s)/financial institution;
 3. A security deposit;
 4. Maintenance and repair beyond normal wear and tear;
 5. Smoke detector tampering fee;

6. Costs of reproduction of documents;
 7. The consumption of excess utilities;
 8. A non-refundable pet fee for non-elderly families; and
 9. All court costs, expenses and attorney fees incurred in enforcing the dwelling lease or in recovering possession of the premises, if ordered by the court, unless the resident prevails in such legal action.
- B. HHA will provide basic pest control services without charge to its residents. The services will be performed via contract with an authorized, reliable pest control service. If a resident's housekeeping habits are such that insects and/or vermin persist, even after treatment of the dwelling unit, then that particular resident may be charged the actual cost of any additional service(s) required to prevent or eliminate infestation.
- C. The security deposit is paid upon occupancy and the pet fee must be paid-in-full prior to the pet being approved for occupancy. Arrangements for partial payments of security deposits may be considered on a case-by-case basis, based on the criteria of a financial hardship defined in these Policies. **Partial payments for pet fees will not be considered for any reason.**
- D. The payment of court costs occurs only when HHA takes action against the resident and prevails, and is due in accordance with the laws governing the legal due process.
- E. The other charges listed above will become due and payable two (2) weeks (14 calendar days), after notice is provided to the resident by HHA.
- F. The resident may be left a copy of the work order and charges will be invoiced by HHA. Any charges will become due and payable two (2) weeks (14 calendar days) after HHA provides an explanation of charges to the resident. The Notice of Repair Charge(s) will state that the resident has a right to grieve said charges according to HHA's established Grievance Procedures.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 16. SECURITY DEPOSIT

- I. HHA requires residents to pay a security deposit for occupancy of an HHA dwelling. The purpose of this deposit is to reimburse HHA for any resident caused damage to the premises, any unpaid rent, or other charges when a resident vacates the unit.
 - A. The security deposit is an amount equal to one (1) month's TTP or \$100, whichever is lesser. In the event of a hardship (as defined in these policies), the security deposit may be waived or gradually accumulated or adjusted to a more affordable amount.
 1. HHA is not required by the State of Pennsylvania to pay a resident interest on a security deposit of \$100 or less;
 2. The security deposit shall not be used for any purpose; whatsoever while the resident continues to occupy the dwelling unit;
 3. When the resident vacates the premises, HHA will refund the security deposit to the resident in accordance with state law, not more than 30 days after vacate date, provided the following conditions have been met:
 - a. The resident has given a 30-day notice of their intent to vacate;
 - b. The dwelling unit has been inspected by HHA with or without the resident and HHA attests that there are no resident-caused damages, or if there are such damages, the resident has paid the cost of the required repairs and/or replacements;
 - c. The resident does not owe any rent or other charges;
 - d. The dwelling unit and all equipment therein have been left reasonably clean and free of all trash and debris;
 - e. The resident has returned all keys to the dwelling unit and any or all tools, supplies and equipment borrowed from HHA;
 - f. The resident has supplied HHA with a forwarding address.
 4. If a resident dies leaving a security deposit and all of the above conditions prevail, HHA will dispose of the security deposit in accordance with state laws, rules, and regulations pertaining to the resident's estate.
 5. If a resident abandons, skips, moves without notice, fails to provide a forwarding address, or fails to return keys to the dwelling, the security deposit shall not be refunded. The security deposit will, however, be applied to any outstanding debt the resident may owe.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 17. UTILITY ALLOWANCES

I. GENERAL POLICY

Allowances for HHA–furnished utilities represent the maximum consumption units (e.g., kilowatt hours of electricity) which may be used by a dwelling unit without a surcharge for the excess consumption against the resident based on cost as outlined in the Utility Schedule.

A. Direct from Supplier

Allowances for resident–purchased utilities represent fixed dollar amounts, which are deducted from the TTP chargeable to a resident who pays the actual utility charges directly to the utility supplier(s).

B. Indirect via HHA

The utility guidelines do not apply to dwelling units, which are served by HHA–furnished utilities, unless check meters are installed to measure the actual utility consumption of the individual dwelling units. Residents in such units will be subject to charges for the consumption of electricity for resident–owned major appliances, or for the optional use of HHA–furnished equipment such as air conditioners.

C. HHA will take the following actions with respect to allowances:

1. For all check–metered utilities, establish allowances for HHA–furnished utilities.
2. For all utilities purchased directly by residents, establish allowances for resident–purchased utilities.
3. In addition, maintain a record for the basis on which allowances and scheduled surcharges are established and revised. Records of any revisions to the allowances and scheduled surcharges shall be maintained. HHA shall make such records available for inspection by the residents.
4. All residents shall be notified in writing of proposed allowances, scheduled surcharges and revisions not less than 60–days prior to the proposed effective date.
 - a. The notice shall include:
 - i. a description of the basis for determining the allowances, surcharges or revisions;
 - ii. a statement of the specific items of equipment whose utility consumption was used in determining the allowances, scheduled surcharges or revisions;
 - iii. the name and address of the place where HHA maintains records pertaining to these matters for tenant review and inspection.
5. Provide all residents an opportunity to submit written comments at least 30 days before the proposed effective date of the allowances, scheduled surcharges or revisions.
6. Maintain any resident comments, and make them available for inspection by other residents and HUD.
7. Establish separate allowances for each utility, and for each category of dwelling units, which are reasonably comparable in utility usage.

8. Establish allowances for both HHA–furnished utilities and resident–purchased utilities so they include a **reasonable amount** of consumption for:
 - a. Major equipment or utility functions furnished by HHA for all residents, such as the primary heating apparatus and a hot water heater;
 - b. Essential equipment, whether or not furnished by HHA, such as a cooking stove, range or refrigerator; and,
 - c. Minor items of equipment furnished by residents, such as toasters, radios and television sets.
9. In establishing allowances, take into account relevant factors affecting consumption requirements, such as:
 - a. the equipment and functions to be covered by the utility allowance;
 - b. the local climate;
 - c. design and construction of the housing development;
 - d. energy efficiency of appliances and equipment;
 - e. Utility consumption requirements of appliances and equipment to be covered by the TTP;
 - f. Insulation, weatherization and other physical aspects of the housing development; and
 - g. Temperature of domestic hot water relative to size of units and number of occupants.
10. Incorporate into the utility allowance the full price of any utility for which the resident pays a fixed price. For example, garbage collection.
11. For dwelling units which are subject to allowances for HHA–furnished utilities where check meters are installed:
 - a. Establish surcharges for utility consumption in excess of the allowances;
 - b. Base the surcharge on HHA’s average utility rate;
 - c. Compute the surcharge on HHA’s average utility rate;
 - d. Compute the surcharge on either a straight per unit–of purchase basis (such as so many cents per kilowatt hour of electricity) or on a stated block of excess consumption, and describe in HHA’s Schedule of Allowances the basis for calculating such surcharges.
12. For dwelling units which are served by HHA–furnished utilities and where no check meters are installed, establish a Schedule of Surcharges. Such schedules shall indicate:
 - a. the additional dollar amount residents will be required to pay, on the basis of:
 - i. estimated utility consumption attributable to resident–owned major appliances; or
 - ii. optional functions, such as air conditioning or HHA furnished equipment.
 - b. state the resident–owned equipment or HHA–furnished equipment for which surcharges will be made; and
 - c. the amounts of such surcharges, based on HHA cost for of the consumption of the utility, upon which estimates for reasonable use of equipment will be based.
13. At least annually, review the basis on which the utility allowances have been established, and if necessary, (to adhere to the above standards) revise the allowances.
 - a. include in the review all changes in circumstances, such as:
 - i. the completion of a modernization program;
 - ii. energy conservation measures; and
 - iii. changes in utility rates.
 - b. following the annual review HHA will adjust the utility allowances if there is a 10% or more change in the rates of one (1) or more utilities.
14. Adopt criteria and procedures for resident relief requests and for granting such individuals relief, at the same time as the methods and procedures for determining utility allowances. In each notice to residents (new or existing), include information about the availability of the individual resident relief.

15. If a resident's TTP is less than the resident's allowance for utilities, HHA may either:
 - a. Pay the resident a utility reimbursement, i.e. the difference between the TTP and the allowance for utilities; or
 - b. Pay the utility reimbursement directly to the utility supplier on behalf of the family. If HHA elects to pay the utility supplier, HHA must notify the family of the amount paid to the utility supplier.

16. When a resident makes application for utility service in his/her own name, he/she shall sign a third-party notification agreement so that HHA will be notified if the resident fails to pay the utility bill.

D. Reasonable Accommodation of Residents with Disabilities

Upon a request from a family that includes a disabled or elderly person, HHA will approve a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR Part 8 to make the program accessible to and useable by the family with a disabled family member.

Residents with disabilities will not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of a disability and a request for a reasonable accommodation is submitted and approved by HHA.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 18. DWELLING LEASE

Each dwelling lease will have a 12-month term, which will automatically be renewed for all purposes except non-compliance by an adult member with the community service requirements.

HHA incorporates the regulatory provisions in all leases for dwelling units assisted under the U.S. Housing Act of 1937, as amended, in developments owned by or leased to HHA and leased or sublet to residents. HHA can modify the lease and any other documents referenced therein at any time during the lease term, provided HHA provides the required notice to residents and resident organizations and considers their comments before adopting the new lease. The lease may be modified at any time by written agreement of the resident and HHA. HHA may terminate tenancy if the resident refuses to accept a revision to the lease after being given at least 30 days notice of its proposed effect and being allowed a reasonable time to respond to the offer. (CFR § 966.5)

I. DWELLING LEASE AGREEMENT

A. Policies

The dwelling lease policies are implemented for each resident as follows:

1. At admission, for new resident families;
2. At the next regularly scheduled annual examination of income and household composition for current residents;
3. At any interim recertification due to a reported change in income or household composition;
4. Immediately, for any resident so requesting, whose next regularly scheduled reexamination of income is later than six (6) months after the date of adoption;
5. At the time of transfer, for any resident moving from one dwelling unit to any other dwelling unit.

B. 30-Day Display & Comment Period

1. HHA will provide at least 30 days written notice to residents and resident organizations of any proposed changes in the dwelling lease. Residents and resident organizations can present written comments on the proposed changes to HHA during this 30-day period. HHA will take into consideration all comments prior to adopting any new lease.
2. If any change in the resident's status results in the need to change or amend any provision of the lease, or if HHA desires to waive a provision with respect to the resident:
 - a. The existing lease is to be canceled and a new lease executed; or
 - b. An appropriate rider is to be prepared and executed by the resident and HHA and made a part of the existing lease.

C. Lease Agreement Contents

The dwelling lease, executed by HHA and each resident of a dwelling unit, will contain the provisions with respect to the following subjects:

1. Identification of parties and the dwelling units;
2. Members of the household who will reside in the unit;
3. Term of lease and provisions for renewal;
4. Charges and due dates:
 - a. Rent;
 - b. Late Charges;

- c. Maintenance charges;
- d. Utilities;
- e. Other charges/fees as deemed appropriate.
- 5. Security deposit;
- 6. Re-determination of rent, dwelling size and eligibility;
- 7. Occupancy of the dwelling unit;
- 8. Resident obligations, including Community Service Requirements;
- 9. HHA obligations;
- 10. Defects that are hazardous to life, health and/or safety;
- 11. Entry of a dwelling unit during occupancy;
- 12. Maintenance Repairs and Service;
- 13. Abandonment and abandoned property;
- 14. Notice procedures;
- 15. Notice requirements;
- 16. Termination of tenancy;
- 17. Pre-occupancy and pre-termination inspections;
- 18. Grievance procedures;
- 19. Provisions for modification of the lease;
- 20. Reasonable accommodation of the disabled;
- 21. Eviction;
- 22. HHA commitment to investigate misrepresentation and pursue remedies;
- 23. Solicitation, trespassing and exclusion of non-residents;
- 24. Signature clause.

D. Additional Mandatory Lease Provisions

- 1. Any person convicted of manufacturing or producing methamphetamines on the premises of public housing will have their assistance permanently terminated;
- 2. Any person residing in public housing identified as having fled to avoid prosecution, custody or confinement after a conviction of a felony, violation of a condition of probation or parole imposed under Federal or state law will have their lease terminated;
- 3. Any person in the household or guest determined to have tampered with, destroyed, or removed batteries from any smoke detector will be fined a fee of \$25 per detector. Any second offense will result in the termination of the lease and a fee of \$50 per detector; and
- 4. HHA will notify the Postal Service of any family evicted for criminal and/or drug/alcohol abuse or related activity.

E. Specific Data Required in Each Dwelling Lease

Each dwelling lease shall specify:

- 1. The unit to be occupied;
- 2. The date of admission;
- 3. The size of the unit to be occupied;
- 4. All individuals who will live in the unit;
- 5. The TTP or Tenant Rent (whichever is applicable);
- 6. Security deposit to be charged;
- 7. The utility allowance;
- 8. Other charges under the lease; and
- 9. The terms of occupancy.

The lease shall be explained, in detail, to the applicant and household members 18 years old or older before the lease is executed. The lease shall be kept current at all times. The head of household of each family and all household members 18 years old or older are required to execute the lease

agreement prior to actual admission. One (1) copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

F. Termination of Dwelling Lease

Termination of a resident's lease will be in accordance with HUD regulations and the provisions of the resident's lease.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 19. ANNUAL RE-CERTIFICATION OF ELIGIBILITY

All resident households will be recertified at least once every 12 months to assure that residency in the community is maintained with families meeting the eligibility requirements for continued occupancy set forth in this Policy. The recertification will review said families eligibility status, adjusted income, (which will be verified by third-party) as well as ensure proper rents are being charged. If a resident fails to cooperate with the HUD mandated recertification process (including providing information/documentation requested/required), the resident is no longer eligible for rental assistance from HUD, therefore, their rent shall be based upon local market rents (HHA's flat rent) or actual operating cost, whichever is higher, until the matter is resolved. Additionally, HHA may terminate the resident(s) from the program.

I. PROVISIONS

The following provisions apply to all residents:

- A. At the time of annual recertification of resident income and household composition, HHA will require the resident to disclose and verify applicable household members' social security numbers, as provided by 24 CFR, Part 5.210-5.238, and these Policies.
- B. If the resident requests to add a new member(s) who is at least six (6) years of age, the resident must disclose the SSN of the new member to be added and provide documentation of the SSN to HHA. Disclosure and documentation for the new member to be added must be provided at the time of request to add new household member.
 - 1. The new household member cannot be added to the family composition until the family has complied with the SSN disclosure and documentation requirements.
- C. The effective date of an annual recertification requires a 30-day notice prior to the effective date. Rent increases or decreases are always effective the first day of the month.

II. COMMUNITY SERVICE REQUIREMENT

Effective June 17, 2003, HHA is required to enforce the community service requirements. HHA will provide written notice to all applicants and residents of the community service requirements and describe the process to change exemption status of family members. After initial determination, compliance will be determined annually during the annual re-certifications process. Self-certification by residents of compliance is NOT acceptable; third-party certification must be provided by the entity with whom the resident is working.

Existing documentation will be accepted as evidence of disability and self-certification of inability to perform community service is acceptable; however, disabled family members not yet officially classified as such do NOT meet the requirements for automatic exemption and are required to provide verification from a medical or service provider of their inability to perform under the community service requirements. The effective date of participation for all non-exempt residents is the date the lease containing this requirement is executed by the family after the effective date. It should be noted that new admissions, as well as families in occupancy, are affected by this requirement. As a general rule, the new lease will be executed for new admissions on or after October 31, 2003, and for current residents at the time of their annual redetermination or other interim redetermination after that date.

An economic self-sufficiency program is any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. It includes any work activities as defined in the Social Security Act. For purposes of this requirement, a combination of Community Service and/or participation in economic self-sufficiency programs may be counted toward the eight (8) hours per month requirement.

HHA may provide a guidance list of acceptable activities or advance approval of a community service activity to avoid the possibility of refusing to recognize the activity as eligible after it was performed by the resident. This approval may help to ensure that the activity is not performed under conditions that would be considered hazardous, work which would normally be performed by HHA staff, or work which is otherwise unacceptable.

HHA may not allow a family to build credit toward this requirement by working more or less than eight (8) hours a month.

HHA has a separate policy on the community service requirements which is incorporated by reference into this policy (Community Service Policy).

A. Exemptions

Exempted from the community service/self-sufficiency requirements are as follows. Residents:

1. Age 62 years or older;
2. Blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) and who certify that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals;
3. Participants in a welfare-to-work program;
4. Engaged in an average minimum of 10 hours work activities each week. Work activities is defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d)), specified in the Community Service Policy;
5. Meet the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which HHA is located, including a State-administered welfare-to-work program.
6. If a member of a family receiving TANF assistance, benefits, or service under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); or under any other welfare program of the State of Pennsylvania, including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.

III. RENTS IN RELATION TO WELFARE INCOME AND SELF SUFFICIENCY REQUIREMENTS

A. Adjustments in rent, resulting from changes in welfare benefits, will be handled as follows:

1. A family's loss of welfare benefits due to the expiration of the lifetime time limit is not considered as a failure to comply. HHA will lower the tenant's rent, in accordance with these Policies;

2. A family whose welfare benefits are reduced because of fraud will not receive a rent reduction;
3. A welfare agency may reduce welfare benefit payments to sanction a family for non-compliance with welfare self-sufficiency or work activities requirements. The rental contribution of a family assisted in the public housing program may not be reduced for this reason. The law requires that the family income include the amount of the welfare benefits that would have been paid, if not for the welfare agency sanction. For purposes of this Section, HHA will use the “imputed welfare income” (see Definitions Section) to determine the family’s annual income.
4. A family’s annual income includes the imputed welfare income, plus the total amount of other annual income; however, the amount of imputed annual income is offset by income from other sources received by the family that starts after the sanction is imposed.
5. The family’s rent will not be adjusted until the basis for the reduction is confirmed through third-party verification. At the request of HHA, the welfare agency is to inform HHA, in writing, of the amount and term of any specified welfare benefit reduction and the reason for such reduction. Therefore, HHA is entitled to base its imputed income on the information provided to it by the welfare agency and is not responsible for confirming the accuracy of the welfare agency’s calculation.
6. On July 2, 2003, HHA entered into a Cooperative Agreement with the local Welfare Agency to comply with the requirements of QHWRA.
7. If a family claims that HHA has not correctly calculated the amount of the imputed welfare income, and if HHA denies the family’s request to modify such amount, HHA will notify the family, in writing, with a brief explanation of the basis for their determination. The notice must state that the family has the right to a hearing through HHA’s Grievance Procedures without paying a deposit into escrow. A family’s rent shall not be adjusted until the basis for the reduction is confirmed through third-party verification.

IV. MISREPRESENTATION

- A. If HHA determines that a resident family member has, at any time, falsified or misrepresented family income, composition, circumstances, conduct or behavior, HHA will:
 1. Require the resident to pay the difference between the TTP the resident is currently paying and the TTP the resident should have been paying; and/or
 2. Evict the resident, in accordance with state law and HUD regulations; and/or
 3. Take such other remedial action as HHA may deem necessary, under pertinent HUD and HHA laws, rules and regulations.

V. CONTINUED OCCUPANCY ELIGIBILITY REQUIREMENTS

- A. The family must have demonstrated satisfactory past performance in meeting financial obligations, especially rent.
- B. The family must have no record of:
 1. the disturbance of neighbors;
 2. the destruction of property; or

3. living or housekeeping habits which adversely affect the health, safety, or welfare of other individuals.
- C. The family must have no history of criminal or other activity involving crimes or acts of physical violence to persons or property, or other drug-related criminal acts or behavior which adversely affect the health, safety or welfare of other individuals.
 - D. The family must display no evidence or have no history of a pattern of substance abuse, which adversely affects the health, safety, welfare, or enjoyment of peaceful surroundings of other individuals.
 - E. If at the time of recertification, or at any time during occupancy, it is determined by HHA that any household member has been convicted of manufacturing or producing methamphetamines on the premises of any Federally assisted housing, the family is required to have its assistance permanently terminated. Such termination is not subject to HHA's Grievance Procedure.
 - F. The family may request an interim recertification, based on any changes since the last determination of income or composition. HHA will begin processing the recertification immediately upon request. HHA has a policy on income changes which must be reported and when rent adjustments will be made (see Fixed-Rent System).
 - G. No family member may maintain another residence as their primary place of residency during the term of their lease and tenancy.
 - H. Household income is always annualized, even if the income is not expected to last for a full year. If the income changes again, another interim redetermination will be processed.
 - I. If, at the time of annual recertification, a family's income status is too unstable to project the adjusted income for the coming 12-month period (and subsequently unable to determine the TTP), a special recertification will be scheduled by HHA. This special recertification will take place when HHA projects the family's circumstances may stabilize. If, at the time of the scheduled special recertification, HHA is still unable to reasonably estimate the adjusted household income, special recertifications will be scheduled every 60 days until a determination can be made.
 1. A TTP determined at a special recertification shall become effective:
 - a. In the case of an increase – the first day of the second month following the effective date of the change in circumstances.
 - b. In the case of a decrease – the first day of the month following the reported change in circumstances.
 - J. If HHA is unable to obtain the required up-front third party verifications to complete a recertification by the established annual recertification date, a temporary TTP may be established based on data supplied by the resident during the interview while completing the application for continued occupancy.
 - K. All household members, 18 years old and older, are required to be interviewed by a HHA staff member when completing the application for continued occupancy.
 - L. All household members, 18 years old and older, are required to sign the application for continued occupancy and other forms required by HUD.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 20. INTERIM RENT RE-CERTIFICATIONS & RENT ADJUSTMENTS

I. HOUSEHOLD COMPOSITION

Residents must report all changes in family composition, in writing, to the on-site Director within 14 calendar days of the occurrence. Failure to report within the 14 calendar days shall result in a retroactive rent charge.

II. RENT ADJUSTMENTS & FIXED RENT SYSTEM

Residents must report decreases in household income, in writing, to the housing manager within 14 calendar days of the occurrence. Increases in income following a previous decrease must be reported to the on-site housing manager within 14 calendar days. Failure to report in writing within 14-calendar days may result in a retroactive rent charge.

- A. Only after required documentation has been provided (in accordance with Verification Requirements in Section 7 of these Policies) will an interim redetermination be processed.

HHA will process interim changes in rent in accordance with the fixed rent system, which is described in the chart below.

Income Change	HHA Action
Increase in income due to the start of a new source of unearned income.	HHA will <i>NOT</i> process an interim adjustment in rent.
Increase in earned income subject to 24-month Self-Sufficiency Earned Income Disallowance.	HHA will exclude 100% of the qualified increase for 12 months and 50% of the qualified increase for an additional 12 months. HHA will process interim re-certifications to be effective on the 13 th month after each exclusion period.
Decrease in welfare benefits due to the expiration of the lifetime limit that lasts 30 days or more.	HHA <i>WILL</i> process an interim adjustment in rent. This decrease will be effective the first day of the month following the reported change.
Decrease in welfare benefits because of fraud.	HHA will <i>NOT</i> process an interim adjustment in rent.
Decrease in welfare benefits due to non-compliance with welfare self-sufficiency or work requirements.	HHA will <i>NOT</i> process an interim adjustment in rent.
Decrease in income (other than welfare as described above) that lasts more than 30 days.	HHA <i>WILL</i> process an interim adjustment in rent.
Decrease in income (other than welfare as described above) that last 30 days or less.	HHA will <i>NOT</i> process an interim adjustment in rent.
Increase in household income following a previous decrease that resulted in a rent reduction.	HHA <i>WILL</i> process an interim adjustment in rent.
Increase in earned income due to the employment of a formerly unemployed current household member, however not eligible for an earned income disregard.	HHA <i>WILL DEFER</i> the increase until the next re-examination. This increase will be effective on the first day of the month of the annual re-certification. HHA will <i>NOT</i> process an interim adjustment in rent.

Income Change	HHA Action
Increase in unearned income.	HHA <u>WILL DEFER</u> the increase to the next regular re-examination. HHA will <u>NOT</u> process an interim adjustment in rent.
Increase in income because a person with income (from any source) joins the household.	HHA <u>WILL PROCESS</u> an interim rent adjustment. This rent increase will be effective the first day of the second month following the addition.
Increase in earned income due to a current increase or change of employment of a current household member.	HHA will defer the increase until the next re-examination. HHA will <u>NOT</u> process an interim adjustment in rent.

B. Fixed Rent System Exemptions

The fixed rent system is not applicable to:

1. Residents while receiving a Self-Sufficiency Earned Income Exclusion.
2. HHA may elect to increase resident rent to an interim re-adjustment due to any increase in income (the “Interim Rent System”) or for selected increases in income stated in the lease;
3. Residents that take work to obtain the deferral of income and quit work to avoid a rent increase will be subject to retroactive increases as described below at the next regular annual re-certification. Residents with seasonal or part-time employment of a cyclical nature will be asked for third-party documentation of the circumstances of their employment, including starting and ending dates. Their rent will then be annualized;
4. If it is found that the resident, at previous annual or interim recertifications, has misrepresented the facts upon which the rent is based so that the rent the resident is paying is less than the rent he/she should have been charged. HHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with HHA’s lease agreement;

C. Interim Rent Adjustments

HHA will process the interim adjustments in rent in accordance with the following policy:

1. When a decrease in income is reported, and HHA receives confirmation that the decrease will last 30 days or less, an interim adjustment will not be processed;
2. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
 - a. Residents granted a reduction in rent under these provisions shall be required to report for special re-examinations at intervals determined by the Housing Authority. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled annual re-certification, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident’s folder;

D. Effective Date of Adjustments

1. Residents will be notified in writing of any adjustments and such notice shall state the effective date of the adjustment.

2. Rent decreases go into effect the first month following the reported change, provided the change in income or circumstances was reported within the month in which it occurred;
3. Rent increases (except due to misrepresentation) shall go into effect the second month following the change in circumstances or following a 30-day notice, whichever is greater.

III. ADDITIONS TO THE HOUSEHOLD

- A. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.
1. Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
 2. Also included, would be situations in which a relative comes to the unit as a visitor, but stayed on in the unit because the tenant needed support, for example, after a medical procedure, as certified by a medical professional.
 3. All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole/primary residence.

- B. When a resident requests approval to add a new person to the lease, HHA will conduct pre-admission screening of any proposed new adult member to determine whether HHA will grant such approval.

Children under the age below which juvenile justice records are made available, or added through a formal custody award or kinship care arrangement, are exempt from the pre-admission screening process, although the resident still needs prior permission from HHA to add children other than those born to, adopted by or awarded by the court to the family.

- C. Examples of situations where the addition of a family or household member is subject to screening are:

1. The resident plans to be married and requests to add the new spouse to the lease;
2. The resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
3. A unit is occupied by a remaining family member(s) under age 18 and an adult not part of the original household and requests permission to take over as the head of the household.
4. A head of household permanently vacates the leased premises and requests another adult household member (family residue) to assume the head of household position.

- D. Written permission must be obtained from HHA for any deviation from the occupancy standards included in this Policy, which may result from the presence of the temporary caregiver in the unit.

- E. Residents who fail to notify HHA of additions to the household or who permit persons to join the household without undergoing screening are violating the Lease. Persons added without HHA's approval will be considered unauthorized occupants and the entire household will be subject to eviction.

IV. REMOVING FAMILY MEMBERS FROM THE HOUSEHOLD

Family members over age 18 who move from the dwelling unit to establish new households shall be removed from the lease.

1. The resident shall report the move-out within 14 calendar days of its occurrence.
2. Individuals are considered adults and therefore required to sign confirmation and authorization to be removed from the Dwelling Lease Agreement and household.
3. These individuals may not be re-admitted to the unit and must apply as a new applicant household for placement on the waiting list.
4. Medical hardship or other extenuating circumstances shall be considered by HHA in making a determination under this paragraph.

V. FAILURE TO REPORT ACCURATE INFORMATION

If it is found the resident has misrepresented or failed to report to management the facts upon which his/her rent is based, so that the rent being paid is less than what should have been charged, then the increase in rent will be made retro-active to the first of the month following the change in circumstances. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with HHA's dwelling lease.

VI. VISITORS

Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on HHA premises that would be a lease violation.

1. Visits of less than three (3) days need not be reported to or approved by the manager.
2. Visits of more than three (3) and less than 14 cumulative days are permitted, provided they are reported to the manager within 72 hours of their arrival.
3. Visits of more than 14 cumulative calendar days in any 12-month period shall be authorized only by Public Housing Management (or designee), with advance documentation of extenuating circumstances.
4. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the lease.
5. Residents **WILL NOT** be given permission to allow a former resident of HHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.

VII. PRESERVATION OF MIXED FAMILIES

The following types of assistance are available only to families who were assisted as of June 19, 1995. The types of assistance would be offered a family during the reexamination process, if the family contends that one or more family members do not have status or that no family members have status.

The assistance may also be offered when the appeals process with CIS and the Grievance Procedures with HHA have all been exhausted.

A. Continued Assistance

Continued assistance is available to a mixed family only if ALL of the following conditions are met:

1. The family was receiving assistance under a Section 214 covered program on June 19, 1995;
2. The family's head of household or spouse has eligible immigration status; and
3. The family does not include any person (who does not have eligible immigration status) other than:
 - a. the head of household;
 - b. any spouse of the head of household;
 - c. any parents of the head of household;
 - d. parents of the spouse; or
 - e. any children of the head of household or spouse.

For continued assistance only, children who are only under guardianship or who are stepchildren but not natural children of either the head of household or spouse do not meet the criteria of child for this restricted definition of family.

Continued assistance means the family's rent is calculated in the same manner as a family where all members are eligible. Families who do not qualify for continued assistance will be offered either prorated assistance or temporary deferral of termination of assistance as outlined in this policy.

B. Pro-Rated Assistance

Pro-rated assistance applies to a mixed family who is not receiving continued assistance other than a family who is eligible for, requests and receives temporary deferral of assistance. An eligible family who requests prorated assistance must be provided prorated assistance. For additional information on pro-rated assistance and procedures to calculate same, see Section 14 XI of this Policy.

C. Temporary Deferral of Termination of Assistance

Temporary Deferral of Termination of Assistance is available to a mixed family who qualifies for pro-rated assistance (and does not qualify for continued assistance), but decides not to accept pro-rated assistance. Temporary deferral of termination of assistance is available to a family who has no family members with eligible status. The deferral period is to allow the family time for the orderly transition of those family members who are ineligible, and any other family members involved, to seek other affordable housing.

The family will be given written notice of the Housing Authority's decision concerning the family's qualifications for assistance under this section. If the family is not eligible for assistance under this section, the notification will state the reasons based on relevant factors. Resident families will be notified of any applicable appeal rights.

1. For purposes of temporary deferral of termination of assistance, affordable housing is defined as:
 - a. Unassisted;
 - b. Not substandard;
 - c. Appropriate size for the family; and

- d. Can be rented for an amount not to exceed the amount that the family pays for rent, including utilities, plus 25%.
2. The process for HHA and family is as follows:
- a. HHA will acknowledge the family's decision to elect temporary deferral of termination of assistance or that there are no eligible family members and, therefore, the family only qualifies for temporary deferral of termination of assistance. The family will be notified that they are ineligible for financial assistance and HHA will offer the family information concerning the referrals to assist in finding other affordable housing;
 - b. The family will initially be given the maximum of six (6) months to seek affordable housing as defined above;
 - c. The initial period may be renewed for additional periods of six (6) months, but the aggregate deferral period shall not exceed 18-months.
 - d. Prior to the end of the deferral period, HHA must:
 - i. Make a determination of the availability of affordable housing of appropriate size based on evidence of condition that will, when taken together, demonstrate an inadequate supply of affordable housing. The determination will include HHA's knowledge of the local housing market and the resident family's search for appropriate housing.
 - ii. At least 60 days prior to the expiration date of the deferral period, the family will be notified in writing that:
 - aa. the termination will be deferred for another six (6) months and a determination made no affordable housing is available or exists (providing the extension will not exceed an aggregate of 18 months); or
 - bb. the termination of financial assistance will not be deferred because either the aggregate period of 18 months has been reached or that a determination has been made that affordable housing is available.
 - cc. the 18-month time limit is effective November 26, 1996, and does not apply to those families under the original three (3) year limitation.
3. The family has a choice to request pro-ration of assistance at the end of the temporary deferral of assistance period if a good faith effort has been made to locate affordable housing and there is at least one family member with eligible immigration status.

HHA ADMISSIONS & CONTINUED OCCUPANCY POLICY

SECTION 21. FAMILY DEBTS TO HHA

I. REPAYMENT AGREEMENT FOR FAMILIES

A. A Repayment Agreement is a document entered into between HHA and a person (i.e. applicant, tenant, previous tenant) who owes a debt to HHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, special provisions of the agreement and the remedies available to HHA upon default of the agreement.

HHA may enter into a repayment agreement with a resident that owes a debt for delinquent rent, delinquent damage charges or for retroactive-rent charged must not be as a result of fraud but can be from the EIV Discrepancy Report, under reported income, or misreported income.

1. The maximum length of time HHA will allow for a repayment agreement with a family is six (6) months.
2. An initial pre-payment shall equal not less than one-sixth of the amount due, and be paid prior to or upon the execution of the repayment agreement.
3. The minimum monthly payment for any repayment agreement is one-sixth of the amount owed.
4. A family who is approved for a temporary financial hardship exemption from payment of minimum rent will have no more than six (6) months to repay the suspended minimum rent due.

B. Late Payments

1. Payment will be considered to be in arrears if the payment has not been received by the close of business on which the payment was due. If the due date is on a weekend or holiday, the due date will be the close of the next business day.
2. If the family's repayment agreement is in arrears HHA will:
 - a. require the family to pay the balance in full;
 - b. pursue the legal due process for the collection of the balance due; and
 - c. terminate the tenancy if the balance is not paid immediately.
3. If the family requests a transfer to another unit and has a repayment agreement, the family will be required to pay the balance in full prior to the tenant transfer.

C. There are some circumstances in which HHA will not enter into a repayment agreement. These are as follows:

1. If the family already has a repayment agreement in place;
2. If HHA determines that the family has committed program fraud. (HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statements, omissions or concealment of substantive facts made with the intent to deceive or mislead.)

D. Guidelines for Repayment Agreements

1. Repayment agreements will be executed between HHA and the head of household and spouse;
2. No transfer will be approved until the debt is paid-in-full, unless the move is the result of the following:
 - a. Family size exceeds the maximum occupancy standards;
 - b. A natural disaster;
 - c. Verified evidence of family violence/spousal or child abuse;

- d. Protection of witnesses to violent crime as verified by a supervisor of a law enforcement agency or the District Attorney;
 - e. Victim of hate crimes.
3. If a request is denied, the family will be advised in writing of the reasons and advised of their rights in accordance with the Grievance Procedure.

E. Additional Monies Owed

If the family has a repayment agreement in place and incurs an additional debt to HHA:

1. HHA will not enter into more than one repayment agreement at a time with the same family;
2. If a repayment agreement is already in place, any new debts must be paid-in-full by the due date. Failure to meet these time frames will result in HHA issuing a notice of termination.

F. Prior Debts Owed to HHA or Other Subsidized Housing Program/Provider

If a family owes money from a previous tenancy to HHA or other subsidized housing program or provider resulting from previous residences:

1. HHA will not enter into a repayment agreement for prior HHA tenancy debts in order to be placed on the Public Housing Waiting List;
2. HHA will require the family to repay the amount, in full, prior to being placed on HHA's Public Housing Waiting List;
3. HHA will require payment in full and reject admission for five (5) years from the date the debt was incurred.

G. Remaining Family Members and Prior Debt

As a party to the lease, remaining household members of a resident family (other than head or spouse) 18 years of age or older will be responsible for their fair share of arrearages incurred by the former head of household. The term fair share shall mean the applicant's portion of the income that was used to arrive at the pro-rata amount of rent. HHA will not hold remaining family members (other than head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining the age of 18.

Remaining family members under the age of 18 shall not be held responsible for any arrearage incurred by the former head or household.

H. Debts Due to Fraud/Non-Reporting of Income

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statements, omissions or concealments of a substantive fact, made with intent to deceive or mislead.

I. Family Error/Late Reporting

Families who owe money to HHA due to the family's failure to report increases in income will be required to repay in accordance with the repayment agreement policy and guidelines previously defined.

J. Program Fraud

If it is determined that a family has committed program fraud, HHA will NOT enter into a repayment agreement.

II. WRITING OFF DEBTS

Debts will be written off if:

1. The debtor's whereabouts are unknown and the debt is more than 30 days old;
2. The debtor is deceased.

HHA Admissions & continued Occupancy Policy

Section 22. Program Integrity

I. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

HHA will initiate an investigation of a participating family in the event of one (1) or more of the following circumstances:

- A. Referrals, Complaints or Tips – HHA will follow up on referrals from other agencies, companies, or persons, which are received by mail, telephone or in person, which allege that a family is not in compliance with, or otherwise, violating the lease or any other program rules. Such follow-up will be made providing that the referral contains at least one (1) item of information that is independently verifiable. A copy of the allegation will be retained in the resident's file. Anonymous complaints will be investigated in the information received contains specific allegations that can be independently verified. If the anonymous complaint is not specific, the information will be retained in files but will not be used to initiate investigations.
- B. Internal File Review – A follow-up will be made if HHA staff discovers (as a function of certification, annual recertification, interim recertification or a quality control review) information or facts, which conflict with previous file data, HHA's knowledge of the family or is discrepant with statements made by the family.
- C. Verification or Documentation – A follow-up will be made if HHA staff receives up-front verification, independent verification or documentation, which conflicts with representations in the family's file (such as public record information, or credit bureau reports, reports from other agencies, etc.).

II. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

- A. Quality Control File Reviews – On a random basis (at least 5% of files processed each month) resident files will be reviewed for accuracy and completeness. A knowledgeable staff member who was not directly involved in the processing of that applicant/resident file will complete such reviews. Such reviews shall include, but are not limited to:
 - 1. Assurance that verification of all income and deductions are present;
 - 2. Changes in reported Social Security Numbers or dates of birth;
 - 3. Authenticity of file documents; complete with signatures and dates where applicable;
 - 4. Ratio between reported income and expenditures;
 - 5. Accuracy in computing tenant rent, deductions or income;
 - 6. Review of signatures for consistency with previously signed file documents.
- B. HHA staff (to include inspection and maintenance personnel) will maintain a high awareness of circumstances, which may indicate program abuse or fraud, such as unauthorized persons residing in the household and indications of unreported income. The observations will be documented in the family's file.
- C. Credit bureau inquiries may be made (with proper authorization by the resident) in the following circumstances:
 - 1. At the time of initial eligibility determination, if the information provided by the applicant conflicts with information obtained through outside sources or third-party verifications;

2. When an allegation is received by HHA wherein unreported income sources are disclosed;
3. When a participant's expenditures exceed his /her reported income and no plausible explanation is given.

III. HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

HHA will review allegations, which contain one (1) or more independently verifiable facts.

A. An internal file review will be conducted to determine:

1. If the subject of the allegation is an HHA resident. If so, a determination whether or not the information found was previously disclosed by the family;
2. If HHA is the most appropriate authority to do a follow-up (more so than police or social service). Any file documentation of past behavior, as well as corroborating complaints, will be evaluated.

B. If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the staff will initiate an investigation to determine if the allegation is true or false.

IV. INVESTIGATION OF ALLEGATIONS OF ABUSE AND FRAUD

If HHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. In all cases, HHA will secure the written authorization from the resident for the release of information. The steps taken will depend upon the nature of the allegation and may include the items listed:

- A. Credit Bureau Inquiries (CBI). In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
- B. Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
- C. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.
- D. Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed if it is believed that they have direct or indirect knowledge of facts pertaining to HHA's review.
- E. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
- F. Public Records. If relevant, HHA will review public records kept in a jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
- G. Interviews with Head of Household or Other Family Members. HHA will discuss the allegation (or details thereof) with the head of household or family members by scheduling an appointment at HHA's office.

The HHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by HHA. If possible, an additional staff person will attend such interviews.

V. EVIDENCE AND STATEMENTS OBTAINED BY HHA

Documents and other evidence obtained by HHA during the course of an investigation will be kept in the resident's file, or in a separate "work file."

VI. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, HHA will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed the resident;
4. If the family is eligible for continued occupancy.

VII. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, HHA will propose the most appropriate remedy based upon the type and severity of the violation.

A. Procedural Non-Compliance

This category applies when the resident "fails to" observe a procedure or requirement of HHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.

1. Examples of non-compliance violations are:
 - a. Failure to appear at a pre-scheduled appointment;
 - b. Failure to return verification(s) in the time period specified by HHA.
2. **Warning Notice to the family** – In such cases, a notice will be sent to the family which contains the following:
 - a. A description of the non-compliance and the procedure, policy or obligation that was violated;
 - b. The date by which the violation must be corrected, or the procedure complied with;
 - c. The action which will be taken by HHA if the procedure or obligation is not complied with by the date specified;
 - d. The consequences of repeated (similar) violations.

B. Procedural Non-Compliance

1. Retroactive Rent

When the family owes money to HHA for failure to report changes income or assets, HHA will issue a Serious Lease Violation notice. This notice will contain the following:

- a. A description of the violation and the date(s);
- b. Any amounts owed HHA;

- c. A 10 calendar day response period;
- d. The right to disagree and to request an informal hearing with instructions for the request of such hearing.
 - i. Resident Fails to Comply with HHA's Notice – If the resident fails to comply with HHA's notice, and a material provision of the lease has been violated, HHA will initiate termination of tenancy.
 - ii. Resident Complies with HHA's Notice – When a resident complies with HHA's notice, the staff person responsible will meet with him/her to discuss and explain the lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the resident's file.

VIII. MISREPRESENTATIONS

When a resident falsifies, mis-states, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the resident, HHA will evaluate whether or not the resident had knowledge that his/her actions were wrong, and if the resident willfully violated the lease or law.

- A. Knowledge that the action or inaction was wrong. This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The resident's signature on various certifications, briefing certificate, Personal Declaration and "Things You Should Know" are adequate to establish knowledge of wrongdoing.
- B. The resident willfully violated the law – Any of the following circumstances will be considered adequate to demonstrate willful intent:
 - 1. An admission by the resident of the misrepresentation;
 - 2. That the act was done repeatedly;
 - 3. If a false name or social security number was used;
 - 4. There were admissions to others of the illegal action or omission;
 - 5. That the resident omitted material facts, which were known to him/her (e.g., employment of self or other household members);
 - 6. That the resident falsified, forged or altered documents;
 - 7. That the resident uttered and certified to statements during a rent recertification interview, which were later independently verified to be false.

IX. THE TENANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS

When HHA has established that material misrepresentation(s) have occurred, a tenant conference will be scheduled with the family representative and HHA staff person who is the most knowledgeable about the circumstances of the case.

- A. This conference will take place prior to any proposed action by HHA. The purpose of such conference is to review the information and evidence obtained by HHA with the resident, and to provide the resident an opportunity to explain any documented findings which conflict with representations in the resident's file. HHA will take any documents or mitigating circumstances presented by the resident into consideration. The resident will be given five (5) business days to furnish any mitigating evidence.
- B. A secondary purpose of the tenant conference is to assist HHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed actions, HHA will consider:

1. The duration of the violation and number of false statements;
2. The resident's ability to understand the rules;
3. The resident's willingness to cooperate and to accept responsibility for his/her actions;
4. The amount of money owed;
5. The resident's past history;
6. Whether or not criminal intent has been established.

X. DISPOSITION OF CASES INVOLVING MISREPRESENTATION

In all cases of misrepresentation involving efforts to recover monies owed, HHA may pursue, depending upon its evaluation of the criteria stated above, one (1) or more of the following actions:

- A. Criminal Prosecution – If HHA has established criminal intent, and the case meets the criteria for prosecution, the case may be referred to the local State Attorney or District Attorney, notify HUD's RIGI and terminate rental assistance;
- B. Administrative Remedies – HHA may terminate assistance and demand payment of restitution in full;
- C. Continue Assistance – Contingent upon full lump-sum restitution or minimal term payment plan **AND** warning that repeat of the offense will result in immediate eviction.

XI. NOTIFICATION TO RESIDENT OF PROPOSED ACTION

- A. HHA will notify the resident by first-class mail, of the proposed action no later than three (3) business days after the tenant conference.
- B. All notices will advise the family of their right to an informal hearing.

HHA LEASING & CONTINUED OCCUPANCY POLICY

SECTION 23. Inspections

HHA shall conduct periodic inspections of all dwelling units and premises to make a determination on eligibility or continued eligibility, amount of rent charged and size of unit assigned to residents. The following outlines pertinent procedures in these areas:

I. INSPECTIONS

- A. HHA staff or designee will perform inspections of the dwelling units, systems and premises. Residents will be appropriately notified in writing, at least 48 hours prior to an inspection. The applicant/resident has the option to be present for the inspection. The physical condition of the dwelling unit shall be recorded on the inspection form. When the resident is available for the inspection, the resident shall be requested to review and confirm the conditions by signing the inspection form. HHA will retain the original inspection form and will send the resident a Notice of Results of Inspection letter within a reasonable time period, which will advise the resident of the inspector's findings.
- B. The inspection will serve as a guide in:
1. Determining needed maintenance or repairs;
 2. Identifying items under preventive maintenance;
 3. The tenant's treatment of the dwelling, as well as the premises, fixtures and appliances;
 4. Assessing the residents housekeeping habits, in accordance with the housekeeping standards incorporated into the dwelling lease agreement;
- C. HHA may terminate a resident's dwelling lease, if the resident fails to maintain the dwelling unit and the premises assigned to the resident in a decent, safe, sanitary condition and/or if the unit is in disrepair.
- D. HHA will inspect a resident's dwelling unit:
1. During the initial assignment process, and prior to commencement of occupancy by the resident;
 2. 30 days after initial assignment to the dwelling unit;
 3. 90 days after initial assignment to the dwelling unit;
 4. Periodically, every six (6) months, but not less than annually:
 - a. Follow-up inspections will be made if the resident's housekeeping practices or other circumstances require such.
 5. Quality Control Inspections – within 24 hours of any inspection, a follow-up inspection may be completed to ensure quality;
 6. At move out. The dwelling unit and premises will be inspected jointly by the resident and an HHA staff member, unless the resident previously vacated the unit and is therefore unavailable. In such cases, HHA will inspect the unit independently;
 7. At any time that the resident, an HHA employee or other interested person determines that a special inspection is necessary.
- E. Any charges for damages beyond normal wear and tear (found during a move out inspection) will be based upon a comparison of the original inspection form and the condition of the unit and premises when/after the resident moves out.

HHA Admissions & continued Occupancy Policy Section 24. other matters

The following pertains to requirements and/or references to guidelines for other matters involving admissions and occupancy.

I. LEAD BASED PAINT NOTIFICATION AND RECORDS

A. Applicants

A notice of dangers of lead-based paint poisoning and a notice of the advisability and availability of blood lead level screening for children under six (6) years of age will be provided to every applicant.

B. Residents

1. Residents in any HHA owned, low-income public housing development constructed prior to 1978 will be notified:
 - a. That the property was constructed prior to 1978;
 - b. That the property may contain lead-based paint;
 - c. Of the hazards of lead-based paint;
 - d. Of the symptoms and treatment of lead-based paint poisoning;
 - e. Of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for elimination of such hazards); and
 - f. Of the advisability and availability of blood lead level screening for children under six (6) years of age.
2. Residents will be advised to notify HHA if an elevated blood-lead condition is identified so that HHA can initiate testing and abatement actions, if necessary, or relocate the residents to a lead-free dwelling unit.

C. Records

HHA will maintain records, which provide evidence that the resident and any purchaser of low-income housing developments constructed before 1978 has received the required notification. The signature portion of the notification form will be retained in HHA's resident file for three (3) years after the resident vacates the dwelling unit.

II. UTILITY REIMBURSEMENT

A. If a resident's TTP is less than the resident's allowance for utilities, HHA may either:

1. Pay the resident a utility reimbursement, i.e. the difference between the TTP and the allowance for utilities; or
2. Pay the utility reimbursement directly to the utility supplier on behalf of the family. If HHA elects to pay the utility supplier, HHA must notify the family of the amount paid to the utility supplier.

III. PET OWNERSHIP

The dwelling lease establishes HHA's policy on pet ownership. HHA has separate policies for family and elderly pet ownership rules.

IV. TRANSFERS

The dwelling lease requires the resident to transfer to a dwelling unit of appropriate size, based on family composition, upon appropriate notice by HHA that such a dwelling unit is available. HHA has a policy on transfers, which is included in these policies.

V. COLLECTION

HHA dwelling lease agreement contains HHA's policies with respect to the amount of rental payments, the due date and charges for repairs and returned checks.

VI. TERMINATION OF LEASE

The Dwelling Lease contains HHA's policy on the termination of the lease. HHA maintains a separate Termination and Eviction Policy for additional guidance.

VII. GRIEVANCE PROCEDURES

HHA maintains a Dwelling Lease Agreement and Grievance Procedure Policy that is incorporated by reference in the Dwelling Lease and is posted in each on-site management office.

VIII. COMMUNITY SERVICE/SELF-SUFFICIENCY REQUIREMENTS

HHA is required to monitor Community Service and Self Sufficiency Requirements which, are defined in these Policies and a separate Community Service/Self Sufficiency Policy.

IX. HOUSEKEEPING STANDARDS

The Dwelling Lease establishes HHA's policy and guidelines on housekeeping standards.

X. RESIDENT INITIATIVES POLICY

HHA supports resident initiatives for all tenants.

XI. PREEMPTION OF RESTRICTIONS ON ANTENNAS

Preemption of Restrictions on Placement of Direct Broadcast Satellite, Multi-channel Multi-point Distribution Service and Television Broadcast Antennas.

Under the Telecommunications Act of 1996 as amended effective January 1999 and October 25, 2000, the Federal Communications Commission (FCC) adopted the Over-The-Air Reception Devices Rule regarding restrictions on viewer's ability to receive video programming signals from direct broadcast satellites (DBS), multi-channel multi-point distribution (wireless cable) providers (MMDS) and television broadcast stations (TVBS). This rule prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (any size in Alaska), TV antennas and wireless cable antennas. The rule prohibits most restrictions that:

1. Unreasonably delay or prevent installation, maintenance, or use;
2. Unreasonably increase the cost of installation, maintenance, or use;
3. Preclude reception of an acceptable quality signal.

The rule applies to acceptable size antennas placed on property, which is rented (including public housing), on property which is in the tenant's exclusive use or control (i.e., balconies, patios, designated yard areas, etc.). Local governments and landlords may enforce restrictions, which do not impair installation, use, or maintenance of these antennas, as well as restrictions needed for safety or historic preservation.

HHA will not unreasonably restrict the installation of antennas by residents if:

1. The unit has a tenant use only area such as a balcony, patio or designated yard area for which they are solely responsible (mowing, watering, etc.)
2. The installation will not block or restrict access or egress to or from the unit or otherwise violate health or safety codes.
3. The installation does not result in damage to the unit (i.e., holes in walls or ceiling).
4. The installation of an interior antenna does not damage the unit beyond normal wear and tear.
5. The resident submits a request in writing asking to install an outside antenna. Inside antennas do not require approval in writing.
6. The resident agrees to restore any interior changes to original condition before vacating the unit. Otherwise, charges for repairs will apply.

HHA will not assess any fees designed to unreasonably restrict the tenant's right to install antennas as long as the tenant is in compliance with the limitations of this rule.

XII. FAIR HOUSING AND EQUAL OPPORTUNITY

A Fair Housing and Equal Opportunity poster, which contains information on the filing complaints with HUD, will be prominently posted in HHA Offices. Individuals who believe that they have been discriminated against with respect to housing may receive assistance from HHA staff in filing such a complaint.

XIII. OCCUPANCY OF POLICE OFFICERS

HHA reserves the right to place Police Officers who would not otherwise be eligible in HHA's units, if it is determined that their presence would contribute to the safety and security of residents. The number and location of units, and a description of the terms and conditions for them to occupy units is identified in HHA's annual plan.

XIV. HHA OCCUPANCY OF OVER-INCOME FAMILIES

HHA may admit families whose income exceeds 80% of median income for the area, if:

1. There are no other eligible applicants on the waiting list;
2. There are no eligible families applying for assistance in that month;
3. HHA advertises the availability of housing for eligible families – including publication of a notice for 30 days, in at least one (1) newspaper of general circulation and such advertising does not result in sufficient low-income applicants to fill existing vacancies;
4. The over-income family rents the unit on a month-to-month basis at a rental amount which is not less than the cost to operate the unit;
5. The over-income family signs an agreement to vacate the unit when it is needed by an eligible family;
6. HHA gives the over-income family notice to vacate the unit when an eligible family needs it and this notice is given at least 30 days before the over-income family is to vacate.

XV. OBTAINING INFORMATION/DOCUMENTS IN TENANT/APPLICANT FILES

A tenant may request copies of HHA documents and/or documents located in the tenant/applicant file. The request must be specific, tendered in writing and submitted to the office of the development in which the tenant resides or to HHA's central office.

1. Verbal requests shall not be accepted or honored;
2. Requests for copies of personal identification documents such as (but not limited to) birth certificates, social security cards, photo identifications, driver's licenses, Visa cards, passports, citizenship statuses, non-citizenship and citizenship documents, etc. shall not be accepted or honored.

The Harrisburg Housing Authority will have 14 days from the date the request is received to respond to the request. If the request is approved, the resident/applicant shall reimburse HHA for the reasonable cost of reproduction per page.

XVI. DISCLAIMER POLICY

This policy will be interpreted and applied in accordance with applicable Federal statutes and HUD regulations and policy guidance. Any conflict between the language of this policy and such federal statutes and/or regulations will be resolved in accordance with federal law and policy. Additionally, since the provisions of this plan are based on local, State and Federal law and regulation, the policy will be deemed automatically revised should any of those laws or regulations change. To the extent that the change is mandatory (allowing HHA no discretion), the text of this policy will be revised without requirement for administrative processing. By approving this provision, the Board of Commissioners understands that they are approving future automatic revisions responding to mandatory changes.