

March 25, 2025
Board of Commissioners Meeting
Packet

Agenda Item 4:
Consent Agenda C

ACOP
Redline

Exhibit 250302-A

Presented Separately

POLICIES GOVERNING
ADMISSION TO AND CONTINUED OCCUPANCY
OF PUBLIC HOUSING UNITS

HOUSING AUTHORITY OF THE CITY OF RENO

Resolution ~~245-0312-250202~~ RH adopted ~~December 17, 2024~~ March 25, 2025, to be effective ~~January~~ April 1, 2025.

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1. OVERVIEW, OBJECTIVES AND PROGRAM DESCRIPTIONS

[24 CFR Part 5]

1.1. OVERVIEW

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. The purpose of the Act was to provide homes for those of low and moderate income. As a result of the act, The Housing Authority of the City of Reno (“RHA”) was founded in October 1943 and has been appointed as the Public Housing Authority for the City of Sparks, Reno, and Washoe County.

Administration of the Public Housing Program will be in compliance with the Department of Housing and Urban Development regulations for the program, RHA policies and the Equal Housing Opportunity Plan (EHOP). RHA will comply with all federal, state, and local housing laws and fair housing regulations.

1.2. OBJECTIVE

The objective of RHA is to provide fair, sustainable, quality housing to very-low and extremely-low income households who would otherwise be incapable of obtaining adequate housing. The number of households served is limited by the funding available through local, state and federal programs.

The Public Housing program provides participating households with a choice of housing opportunities within different housing developments around Reno and Sparks. Through this program, RHA helps very-low-income households by subsidizing rent payments.

1.3. NONDISCRIMINATION AND REASONABLE ACCOMMODATIONS

1.3.1. Federal regulations prohibit discrimination because of race, color, sex, religion, familial status, age, disability or national origin.

1.3.1.1. If an applicant or participant believes that any family member has been discriminated against by RHA or an owner, the family should advise RHA. HUD requires RHA to provide the applicant or participant with information on how to file a discrimination complaint.

1.3.2. A person with a disability may require special accommodations in order to have equal access to the programs. If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, the family must explain what type of accommodation is needed to provide the person with the disability full access to the program. If the need for the accommodation is not readily apparent, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship between the accommodation and the disability.

1.3.2.1. The definition of disability for the purpose of reasonable accommodation is different than the definition used for admission. The Fair Housing definition used for this purpose is: “A person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.”

1.3.2.1.1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body

systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; urinary; hemic and lymphatic skin; and endocrine.

- 1.3.2.1.2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- 1.3.2.1.3. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.
- 1.3.2.2. RHA will provide the applicant or participant with the necessary forms to be completed with RHA staff. RHA staff will send the Reasonable Accommodation forms directly to a professional third party, of the applicant or participants choosing, who is competent to make the assessment and provide written verification that the individual needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program. The professional third-party provider must return the completed Reasonable Accommodation forms directly to RHA for final review by the Director of Rental Assistance or designated staff. In the case where the professional third-party provider fails to respond, a second request for verification may be made of a different provider of the applicant or participants choosing.
- 1.3.2.3. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible. The requested accommodation will not release applicant/participant from any ongoing family obligation under the program.
- 1.3.2.4. Upon approval of the Reasonable Accommodation, RHA may reverify the accommodation to determine if it is still essential and used as intended at future annual recertifications, i.e. medical room, live-in aide, etc.

2. CONDITIONS GOVERNING ELIGIBILITY

[24 CFR 5.403]

The U. S. Department of Housing and Urban Development has established strict requirements for eligibility for assistance and the portion of tenant income to be paid toward rent. These requirements are intended to assure that only qualified low-income families receive assistance needed to occupy a standard unit.

2.1. ELIGIBILITY FOR ADMISSION.

To be eligible for admission to the Public Housing units operated by RHA, applicants must meet the following criteria:

- 2.1.1. Qualify as a Family (see Appendix 1).
- 2.1.2. Fall within the following Income Limits (see Appendix 2):
 - 2.1.2.1. A very low-income family.
 - 2.1.2.2. A low-income family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the voucher program. [24 CFR 982.4]
 - 2.1.2.3. A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.
 - 2.1.2.4. A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.
- 2.1.3. Conform to the occupancy standards in Section 3.
- 2.1.4. Demonstrate conduct that would not prove detrimental to the project, or its residents as determined by the Housing Authority criteria set forth in Section 4.4.
- 2.1.5. Citizenship Status: At least one household member must be a U.S. citizen or national or non-citizen with an eligible immigration status as defined in 24 CFR 5.508 (see Appendix 1, "Eligible Immigration Status"). Assistance will be prorated based on the number of eligible household members.
 - 2.1.5.1. A declaration of status must be completed for each household member.
 - 2.1.5.2. RHA will not provide assistance to any household prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the household.
- 2.1.6. Student Status: To qualify as an independent student the household must meet at least one of the following criteria.
 - 2.1.6.1. Be at least 24 years old by 12/31 of the award year

- 2.1.6.2. Be an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when they were 13 years old or older
- 2.1.6.3. Be (or was immediately prior to turning 18) an emancipated minor or in legal guardianship as determined by a court
- 2.1.6.4. Be a veteran or active duty military
- 2.1.6.5. Be a graduate or professional student
- 2.1.6.6. Be married
- 2.1.6.7. Have at least one dependent child
- 2.1.6.8. Have been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth or as unaccompanied, at risk of homelessness, and self-supporting by a local educational agency homeless liaison; the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; or of a program funded under subtitled B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director
- 2.1.6.9. Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- 2.1.7. May not be a non-immigrant student alien (see Appendix 1).
- 2.1.8. Must not currently owe money to any federally assisted housing program.
 - 2.1.8.1. At time of initial application, the applicant must pay in full any outstanding debt prior to being placed on the waiting list.
- 2.1.9. Must not have committed fraud in connection with any federally assisted housing program.
- 2.1.10. Must not have violated any program requirements pertaining to 24 CFR 982.551, 24 CFR 982.552 and 982.553. Any applicant evicted from federally assisted housing in the past five years is not eligible for housing assistance under RHA's federally assisted programs.
- 2.1.11. Must not be abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or have a pattern of such abuse.
- 2.1.12. RHA will perform criminal history background checks on all adult household members to determine whether any household member is subject to a lifetime sex offender registration requirement and to determine eligibility based on criminal background. To be eligible for assistance all adult household members:
 - 2.1.12.1. Must not be subject to a lifetime registration requirement under any state or federal sex offender registration program.
 - 2.1.12.2. Must not ever have been convicted of manufacturing or producing methamphetamine while residing in federally assisted housing.

- 2.1.12.3. Must not have engaged in drug related criminal activity or have a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants within the ten years prior to initiation of a background check.
 - 2.1.12.3.1. Any household member who has been found to be ineligible for engaging in drug related criminal activity or having a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants may request a review by the Applicant Review Board (ARB).
 - 2.1.12.3.2. Applicants requesting a review must have successfully completed any and all court ordered sentencing requirements by the date the criminal background check was initiated by RHA in order to be considered eligible for ARB review.
 - 2.1.12.3.3. Final approval of the applicant will be determined by the ARB.
 - 2.1.12.3.4. The ARB procedure is hereby incorporated by reference.
- 2.1.13. Must provide a Social Security number for all household members or will provide written certification that they do not have Social Security numbers.
- 2.1.14. Must meet or exceed the tenant Selection and Suitability Criteria as set forth in this policy. This includes the attendance and successful completion of RHA's pre-occupancy class.
- 2.1.15. Cash assets will be excluded when determining eligibility for elderly/disabled voucher households. All other applicant households must not have combined assets with a cash value of more than \$50,000 (or the amount published by HUD as adjusted for inflation).
- 2.1.16. All applicant households must not have ownership interest in a suitable dwelling unit which they have a legal right to reside in.

2.2. **ELIGIBILITY FOR CONTINUED OCCUPANCY.**

To be eligible for continued occupancy in the Public Housing units operated by RHA, occupants must meet the following criteria:

- 2.2.1. Qualify as a Family (see Appendix 1).
- 2.2.2. Conform to the occupancy standards in Section 3.
- 2.2.3. No individual is eligible to receive assistance under Section 8 of the 1937 Housing Act if they are a student that does not meet eligibility status as outlined in section 2.1.6.
- 2.2.4. Demonstrate conduct that does not prove detrimental to the project or its residents as determined by the Housing Authority under criteria set forth in paragraph 4.4.
- 2.2.5. Conform to the lease agreement.

- 2.2.6. Citizenship Status: At least one household member must be a U.S. citizen or national as defined in 24 CFR 5 Subpart E (see Appendix 1, "Eligible Immigration Status"). May not be a non-immigrant student alien (see Appendix 1).
- 2.2.7. No household is eligible for continued occupancy when the household exceeds the "Over-Income limit" for 24 consecutive months. The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b), by a factor of 2.4. See § 960.507(b).
- 2.2.8. The RHA will NOT enforce the HOTMA Asset Limitation at reexamination. Household assets may exceed \$100,000 and may include ownership interest in a suitable dwelling unit which they have legal right to reside in. Such assets will be evaluated for inclusion in the household's net family assets and income calculations.

2.3. OCCUPANCY STANDARDS

- 2.3.1. The occupancy standard is two people per bedroom. The only exceptions to this will be the following:
- When there is a medical justification verified through the Reasonable Accommodation process.
 - To avoid forcing an existing tenant to move from former HUD-assisted properties.
 - No adult will share a room with a minor (minor being defined as under 18 years of age) regardless of gender.

3. PROGRAM WAIT LIST AND TENANT SELECTION CRITERIA

[24 CFR Part 960, Subpart B]

3.1. OBJECTIVES.

This chapter describes policies for managing waiting lists for all RHA programs and properties and the tenant selection process. Placement on a waiting list does not indicate that a family is eligible for assistance. Final determination will be made when the applicant is selected from the wait list.

3.2. OPENING AND CLOSING THE WAITING LISTS.

- 3.2.1. RHA, at its discretion, may open, restrict application intake, suspend application intake, and close waiting lists in whole or part.
- 3.2.2. The decision to close the waiting list(s) will be based on achievement of a waiting list adequate to cover projected turnover and new allocations of vouchers/units over an estimated 18-month period.
- 3.2.3. RHA will adhere to all HUD and fair housing guidelines and regulations when announcing the opening and closing of waitlists.
- 3.2.4. When the waiting list is open, any household asking to be placed on the waiting list will be given the opportunity to complete an application. Eligibility for assistance will be determined when an applicant is selected from the waiting list.

3.3. SITE BASED WAITING LISTS

RHA offers site-based waiting lists for all Public Housing and other affordable housing locations. Applicants may apply, when waiting lists are open, to the site-based waiting list for the communities they wish to reside in. Some sites may have site specific preferences, as applicable and determined by RHA with HUD approval.

- 3.3.1. The Applicant's household composition and characteristics must meet subsidy/occupancy standards and any site-specific preferences to qualify for the bedroom size and site-based waiting lists they wish to apply for.
- 3.3.2. Applicants must qualify for any site-specific preferences based on the wait list they are applying for.
- 3.3.3. Every reasonable action will be taken to assure that applicants have access to make informed choices regarding the sites in which they wish to reside. RHA will provide information regarding location of RHA sites, occupancy standards, number of accessible units, amenities, school zoning and transportation resources.
 - 3.3.3.1. The above information will be available on RHA's website, in person at RHA's main office or over the phone.
- 3.3.4. Applicants who applied for multiple bedroom sizes in Public Housing prior to RHA moving to a site-based wait list, will be placed on each of the site-based wait lists for the complexes offering the same bedroom sizes as their initial application. The date and time of the initial application will be honored. Applicants will be informed of their placement on the new site-based wait list via USPS mail and e-mail, if one is currently on file. Applicants will be provided with the opportunity to review and update their applications.

- 3.3.5. When applicants apply for RHA's site based Public Housing or Project Based Assistance Programs, RHA will inform applicants if the Housing Choice Voucher (HCV) wait list is open and will offer to add the applicant to RHA's HCV wait list.
- 3.3.6. When applicants apply for RHA's Housing Choice Voucher (HCV) Program, RHA will inform applicants if the site based Public Housing or Project Based Assistance wait list are open and will offer to add the applicant to one or both of those wait lists as long as the household meets the income and occupancy guidelines.
- 3.3.7. RHA will maintain separate waiting lists for all other housing programs it operates. When there are insufficient applicants on a site-based waiting list, RHA must follow the criteria for re-opening the site-based waiting list.

3.4. **MONITORING SITE BASED WAITING LISTS**

The site-based waiting lists will be periodically monitored by RHA's Admissions Department to assure that civil rights and fair housing are affirmatively furthered.

- 3.4.1. RHA will, at least every three years, use independent testers or other means satisfactory to HUD to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. If any indications of unintended discrimination is found, the RHA will take immediate steps to remedy the situation. RHA will provide results of any such test or review to HUD. RHA will assess changes in racial, ethnic, or disability-related resident composition at each site that has occurred during the implementation of the site-based waiting lists.

3.5. **DECONCENTRATION OF POVERTY AND INCOME MIXING.**

[24 CFR 903.1. and 903.2]

The RHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower-income projects and lower income residents into higher-income projects.

- 3.5.1. Gross annual income is used for income limits at admission and for income-mixing purposes.
- 3.5.2. At least annually, the resident characteristics of RHA's public housing stock, including information regarding resident incomes, will be analyzed to assist in the deconcentration efforts.
- 3.5.3. The RHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the RHA in its deconcentration goals.

3.6. **INCOME TARGETING FOR PUBLIC HOUSING**

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families (see Appendix 1). HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts but has been unable to attract an adequate number of qualified extremely low-income families.

- 3.6.1. RHA's income targeting requirement does not apply to low-income households continuously assisted as provided for under the 1937 Housing Act.
- 3.6.2. RHA is also exempted from this requirement when providing assistance to low-income or moderate-income households entitled to preservation assistance under the tenant-based program

as a result of a mortgage prepayment or opt-out.

- 3.6.3. If the household's verified annual income, at final eligibility determination, does not fall under the Extremely Low-Income limit and the household was selected for income targeting purposes before a family with a higher preference, the household will be returned to the waiting list.

3.7. **FAILURE TO RESPOND TO NOTICES AND WAIT LIST PURGING.**

RHA waitlists will be reviewed periodically, as needed, to ensure a viable list of applicants exists. RHA will mail and e-mail a request for confirmation of continued interest to each household on all waitlists during a purge of the waitlists. Applicants desiring to remain on the waitlist on which they currently reside must respond to this request to maintain their place on RHA waitlists.

- 3.7.1. If an applicant fails to respond to any notice within 14 days they will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.
- 3.7.2. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests reasonable accommodation for being unable to reply within the proscribed period.
- 3.7.3. RHA allows a grace period of 14 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

3.8. **TENANT SELECTION.**

- 3.8.1. Tenants will be selected on the basis of preferences and targeting requirements from among eligible households of the size and composition appropriate to available vouchers or units.
- 3.8.2. In the event of two or more eligible applicants for the same unit with identical preference status, the date and time sequence of applications will govern selection with the applicant who files earliest being offered the first available unit of appropriate size.
- 3.8.2.1. Project Based Voucher waitlists may have site specific preferences.
- 3.8.3. In the event that an applicant is selected for interview from separate waitlists, the applicant will be required to select the waitlist they would like to be interviewed for and proceed with the interview process. The applicant will be removed from the alternate waitlist that was not chosen by the applicant.

3.9. **ORDER OF PREFERENCE.**

Local preferences are permitted by HUD to give priority to households that meet specified criteria. Preferences are used, in conjunction with date and time of application, to determine placement on the waiting list. Preferences must apply at time of eligibility determination. Applicants selected from the waiting list based on a preference that cannot be verified at time of eligibility determination will be returned to the waitlist based on the date and time of their application without application of the preference.

- 3.9.1. Involuntary Displacement Due to RHA Action or program regulation including, but not limited to repositioning of Public Housing and associated relocation, PBV under and over housed households, PBV and VASH transitions to standard HCV. 150 Points
- 3.9.2. Residency: priority will be given to applicants who: 50 Points
- 3.9.2.1. Currently reside in Washoe County, or

- 3.9.2.2. Currently work or have recently been hired to work at a job located in Washoe County, or
- 3.9.2.3. Have graduated from or are currently enrolled in an education or training program that is located in Washoe County and is designed to prepare them for the job market (within the last six months).
- 3.9.3. One-person elderly or disabled households will be given a preference over single person applicants. Households with more than one person also receive preference, including applicants with unborn children. 60 Points
- 3.9.4. Homeless: 40 Points
 - 3.9.4.1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - 3.9.4.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; OR
 - 3.9.4.1.2. Is living in a temporary shelter (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs); OR
 - 3.9.4.1.3. Is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 - 3.9.4.2. Any individual or family who:
 - 3.9.4.2.1. Is experiencing a lack of housing related to, fleeing, or attempting to flee domestic violence; AND
 - 3.9.4.2.2. Has no other residence; AND
 - 3.9.4.2.3. Lacks the resources or support to obtain other permanent housing.
 - 3.9.4.3. Verification of Homeless: In order to receive the Homeless preference under this definition, applicants must provide:
 - 3.9.4.3.1. Written observation by outreach worker; OR
 - 3.9.4.3.2. Written referral by another housing or service provider; OR
 - 3.9.4.3.3. Certification by the individual or head of household seeking assistance; OR
 - 3.9.4.3.4. Discharge paperwork or written/oral referral; OR Written record of intake worker's due diligence to obtain above.
 - 3.9.4.4. Verification of Fleeing or Attempting to Flee Domestic Violence: In order to receive the Fleeing or Attempting to Flee Domestic Violence preference under this definition, applicants must provide:

- 3.9.4.4.1. Oral statement by the individual or head of household by self-certification or by a caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; AND
- 3.9.4.4.2. Certification by the individual or head of household that no subsequent residence has been identified; AND
- 3.9.4.4.3. Self-Certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.
- 3.9.4.5. Graduate of Permanent Supportive Housing: Applicants who provide documentation showing successful completion of a Permanent Supportive Housing Program in Washoe County within the last 6 months will be given preference. -20 Points
- 3.9.4.6. Veterans Status: Applicants who qualify for this preference must provide verification such as a DD214, VA patient card, or statement from the VA showing that their discharge was anything other than dishonorable. -20 Points
- 3.9.4.7. Site specific preferences may apply and will be clearly defined at time of application.

3.10. **VERIFICATION OF PREFERENCE QUALIFICATION.**

- 3.10.1. Preferences will be verified and applied after receipt of the application to determine to the greatest degree possible appropriate placement on the waitlist. Applicants will be asked to provide documentation to support any preferences claimed. Preferences will not be applied if supporting documentation cannot be provided.
 - 3.10.1.1. If a preference does not apply at the time of the applicant interview or cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.
 - 3.10.1.2. The qualification for preference must exist at the time the applicant is determined eligible, regardless of the length of time an applicant has been on the waiting list.
- 3.10.2. If RHA denies a preference, the applicant will be placed on the waiting list without benefit of the preference. RHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have fourteen (14) days to request the meeting, either in writing or by phone. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.
- 3.10.3. Change in Circumstances. Changes in an applicant's circumstances while on the waiting list may affect the household's entitlement to a preference. Applicants are required to notify RHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.
- 3.10.4. If the applicant falsifies documents or makes false statements in order to qualify for any

preference, they will be removed from the waiting list and notified.

3.11. **TRANSITIONS BETWEEN SUBSIDIZED HOUSING PROGRAMS**

- 3.11.1. At the family's first eligibility appointment, when it is determined that the applicant is participating in another subsidized housing program, staff will advise the family RHA will terminate the application process if the applicant is not in good standing.
- 3.11.2. Staff will continue to communicate with subsidized housing staff as the family proceeds through the eligibility process so that only families in good standing are allowed admission to the HCV program. The move will be coordinated between the staff of both programs so that the family is not a participant of both programs at the same time.
- 3.11.3. The HCV contract will not begin until the conventional housing lease has been terminated for the previously assisted unit and its termination confirmed.
- 3.11.4. RHA will ask the family to sign an affidavit stating that they family understands that they cannot be a party to two different subsidized units at the same time and that they must relinquish their current unit and leave in good standing in order to participate in the new program. Failure of the family to sign the affidavit will result in the family being ineligible for the HCV program.

3.12. **ASSIGNMENT OF UNITS.**

- 3.12.1. Dwelling units are to be assigned (at the time of application) in accordance with the occupancy standards set forth below. When it is found that the Public Housing unit is no longer suitable for the household in accordance with these standards, the household will be transferred to a unit of appropriate size, subject to the availability of such a unit and in accordance with the transfer procedures defined in Section 7 of this document.
 - 3.12.1.1. The occupancy standard is two people per bedroom. The only exceptions to this will be the following:
 - when there is a medical justification
 - to avoid forcing an existing tenant to move from former HUD-assisted properties
 - No adult will share a room with a minor (minor being defined as under 18 years of age) regardless of gender
 - 3.12.1.1.1. Public Housing Managers will implement the occupancy standards with all new admissions, requested transfers of existing tenants and current over/under housed households already on the transfer list.
 - 3.12.1.1.2. All Public Housing complex repositioning that requires a right to return will follow this standard to the greatest extent possible.
- 3.12.2. In establishing the appropriate space standards, RHA will include as members of the household all persons anticipated to reside in the dwelling unit. Examples include: children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children whose custody is being obtained by an adult member of the household. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.

3.12.3. Before applying its preference system, RHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, de-concentration income mixing, or income targeting, the admission of households to those characteristics that match the characteristics of the vacant unit available. By matching unit and household characteristics, it is possible that households who are lower on the waiting list may receive an offer of housing ahead of households with an earlier date and time of application.

3.12.4. RHA has units designated for persons with mobility, sight, and hearing impairments, referred to as accessible units. No non-mobility impaired households will be offered these units until all eligible mobility-impaired applicants have been considered. Before offering a vacant accessible unit a non-disabled applicant, RHA will offer such units:

3.12.4.1. First, to a current occupant of another unit of the same development, or other public housing developments under RHA's control, who has a disability that requires the special feature of the unit.

3.12.4.2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

3.13. **UNIT ACCEPTANCE:**

Applicants must view and accept a unit offer within 5 days of the date the offer is made. Once a unit offer is accepted, the unit must be leased within 10 days of the offer acceptance. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, RHA will send a letter and allow 10 days from the mailing date to view and accept a unit.

3.14. **APPLICANT REJECTION OF OFFER.**

If an applicant rejects - one offer of a unit of appropriate size, the application will be withdrawn from the bedroom size and complex in which they were pulled from, unless there is good cause. In each such instance, a record shall be maintained showing the date of the offer, location of the unit and the applicant's response.

3.15. **GOOD CAUSE UNIT REFUSAL**

3.15.1. If an applicant is willing to accept the unit offered but is unable to take occupancy at the time of the offer for "good cause", the offer will not be noted as a refusal. Examples of "good cause" refusal include, but are not limited to:

3.15.1.1. Inaccessibility to source of employment, children's day care, or educational program for children with disabilities, so that accepting the unit would require the adult member to quit a job or remove the child out of day care or an educational program for children with disabilities.

3.15.1.2. Accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

3.15.1.3. A qualified health professional 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.

3.15.1.4. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

3.15.1.5. The unit has lead-based paint and the family includes children under the age of six.

3.16. **NO DISCRIMINATION BECAUSE OF RACE, CREED, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN, AGE OR FAMILIAL STATUS.**

The foregoing preferences and targeting requirements shall be followed without regard to race, creed, color, religion, sex, handicap, national origin, age or familial status.

4. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY.

[24 CFR Part 5, Subpart B, 960.203, 960.204, 960.205, 960.206, 960.259]

This Section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of (1) determining whether they meet the conditions of eligibility for admission set forth in Section 2; (2) applying the tenant selection criteria contained in Section 3; (3) determining the rent to be charged in accordance with Appendix 1 or 3; and (4) determining the size of dwelling required in accordance with Section 3.

4.1. ESTABLISHING AN APPLICATION POOL.

- 4.1.1. All applications for housing assistance must be submitted through RHA's online applicant portal. Applicants needing assistance in completing an application or an alternative method of applying are encouraged to contact RHA's Admission's Office.
- 4.1.2. Initial applications are to be accepted from all households who are seeking admission to vouchers and Public Housing programs during open waitlist periods. Open waitlist period(s) shall be determined by the Executive Director or their designee in compliance with HUD guidelines. Prior to resumption and/or cessation of an open waitlist period(s), public notification shall appear in a newspaper of general circulation indicating the date(s), location and/or number and/or type of applications being accepted.
- 4.1.3. After receipt of the initial application, Admissions staff will review the household composition and characteristics of all eligible household, as defined in Section 2 of this plan. Applicants will be placed on the waitlist they applied for. The bedroom size will be based on the size that best matches the bedroom size for the number of members listed on the application. The qualifying bedroom size must be open at time of application to be placed on the list.
- 4.1.4. Upon completion of the verification process, a verified application pool shall be maintained indicating name, date, time and preferences.

4.2. PROCEDURE GOVERNING RECEIPT OF APPLICATIONS.

- 4.2.1. The application constitutes the basic record of each household applying for admission. Each applicant, therefore, will be required to supply information as called for on the Application and in this plan. Electronic submission of an application and/or signature on a paper application for Admission constitutes certification of the accuracy of the information provided. Each application will reflect the date and time received. The application and all other materials relating to the household's eligibility are to be maintained in a file for each active applicant.
- 4.2.2. A written request to complete an intake certification will be e-mailed and mailed via USPS to applicants who have come to the top of the wait list. Applicants must complete the intake certification by the due date to be considered for an interview.
 - 4.2.2.1. If the household is determined eligible for interview based on household size and bedroom size of the waitlist they have been selected from, a written notification stating their interview date and time along with the required documentation to be submitted at the time of the interview will be mailed and e-mailed.
 - 4.2.2.1.1. Applicants who do not respond to the intake certification request will be withdrawn from all waitlists.
 - 4.2.2.1.2. If the household is determined ineligible for interview based on household size and bedroom size of the waitlist they have been

selected from, the applicant will be placed on the appropriate bedroom size waitlist provided the waitlist was open at time of original application. If the appropriate bedroom size waitlist was not open at time of original application, the application will be withdrawn.

- 4.2.3. Interviews may be conducted over the phone or in person. The required documentation includes:
- 4.2.3.1. Proof of Identity. In order to prevent program abuse, RHA will require applicants to furnish verification of legal identity for all household members. There are two separate proofs of identity required for each member of the household, each of which is detailed below:
- 4.2.3.1.1. Applicants must provide picture identification. A current Department of Motor Vehicle-issued driver's license or identification card, or other state or federally issued picture identification card for all adult members of the household.
- 4.2.3.1.2. Applicant must also provide the original Social Security card, an original document issued by a federal or state government agency which contains the name of the individual and the social security number of the individual along with other identifying information of the individual, or other documentation as specified in HUD guidance for every member of the household including live-in aides and foster children. No copies of the card or other forms listing the Social Security number are acceptable. If a household member has never been issued a social security number, an original birth certificate or other qualifying document to prove identity will be required. Qualifying documents must contain identifying information including name, date of birth, and country of birth. If a required document cannot be submitted because it has been ordered but not yet received, the receipt verifying that the document has been ordered must be submitted or the interview may be cancelled. Names on all forms of documentation must match each other to an extent that proves the individual is who they claim to be.
- 4.2.3.1.3. For all minors on the application, ONE of the following must be provided:
- An original government-issued birth certificate or CERTIFIED copy
 - OR an original confirmation of birth
 - OR an original Social Security birth information printout
 - OR a current or recently expired passport (within the last six months from interview date) OR a valid Certificate of Naturalization
 - OR a valid Permanent Resident Alien Card

- 4.2.3.2. Applicants will also be required to provide the following documents prior to the application being processed for verification.
- 4.2.3.2.1. Income. Proof of applicant income is needed. Examples include, but are not limited to:
- ~~4 weeks of~~ current and consecutive paycheck stubs
 - Current award letter(s) from Social Security Administration
 - Current award letter(s) showing pension or retirement amount
 - Current award letter(s) showing unemployment benefits
 - Current award letter(s) showing welfare cash assistance
 - Current verification of child support
- 4.2.3.2.2. Assets. Families will be allowed to self-declare assets with a combined value less than \$50,000 ~~(or the amount published by HUD as adjusted for inflation adjusted annually for inflation – see Appendix 6).~~ including the amount of income expected to be received from these assets. If assets exceed \$50,000 ~~(or the amount published by HUD as adjusted for inflation adjusted annually for inflation – see Appendix 6),~~ the applicant must bring the following verification:
- 4.2.3.2.3. ~~Current~~ Three consecutive months of bank statements for all checking accounts including current statement
- 4.2.3.2.4. ~~Current~~ Three consecutive months of bank statements for all savings accounts including current statement
- Certificates of deposit documentation
 - Stock or bonds documentation
 - Real estate or property documentation
- 4.2.3.2.5. Child Care Expenses. If the applicant is employed, seeking employment or attending school, they may declare their childcare expenses for children 12 and under. Applicants may not declare expenses paid on their behalf or expenses that they receive reimbursement for. To claim childcare expenses, the applicant must provide documentation showing the name and address of the person/company caring for the child. Childcare expenses cannot exceed the value of earned income.
- 4.2.3.2.6. Health and Medical Care Expenses. All elderly/disabled households that self-certify they incur out of pocket medical expenses will receive a simplified medical deduction (Appendix 5) based on the household's total gross annual income. In the event a participant wishes to have their portion of rent calculated based on actual

- unreimbursed medical expenses contrary to this policy, they must request a hardship. RHA will establish a three-person committee to review all requests for hardship. The committee will follow the agency's Medical Hardship Procedure when determining eligibility for exemption from the simplified medical deduction.
- 4.2.3.2.7. Proof of Pregnancy. A letter from a doctor or the health department verifying an applicant's pregnancy.
- 4.2.3.2.8. Applicant must also provide verification of student status for any member of the household who is enrolled in an institution of higher education i.e. university, community college, trade school, etc.
- 4.2.4. Applicant Interview. Applicants must participate in a full application interview with an RHA representative. The applicant will be required to furnish complete and accurate information to the interviewer. RHA's interviewer will review the application with answers supplied by the applicant. All adult members listed on the application must sign the RHA General Release of Information Form, the declarations and consents related to citizenship/immigration status, and any other documents required by RHA during the eligibility determination process. Failure to do so may be cause for denial of the application for failure to provide necessary certifications and release as required by RHA. All adults listed on the application must also sign a consent form to authorize a criminal background check. RHA will review the results in accordance with HUD regulations and RHA policy.
- 4.2.5. If RHA determines at or after the interview that additional information or document(s) are needed, RHA will request the document(s) or information in writing. The household will be given 14 days to supply the information. If the information is not supplied in this time period, RHA will provide the household a notification of denial for assistance.
- 4.2.6. All adult household members must make themselves available for the interview. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.
- 4.2.7. If an applicant fails to make themselves available for the scheduled interview and does not request a second interview, RHA will deny the application. If, however, the applicant responds to the denial letter within 14 days, RHA will automatically schedule a second interview for the applicant. If the applicant fails to attend the second interview, the application will be denied, and the applicant will be denied the right to any further scheduled interviews and must reapply when the waitlist is open.
- 4.2.8. Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.
- 4.2.9. RHA will check criminal history for all adults listed on the application to determine whether any member of the household has violated any of the prohibited actions covered by this plan.
- 4.2.10. If, during the application interview, it appears that the applicant is not eligible, the applicant is to be informed in writing as to the reasons for ineligibility and the right to an informal hearing. The application will then be classified as ineligible. A copy of the withdrawal letter will be attached to the application.

4.2.11. After receipt of initial application, changes affecting applicant information will be recorded and appropriate recalculations completed. Such changes are to be dated and the reason and authority for such changes noted in the record.

4.3. **VERIFICATION AND DOCUMENTATION OF APPLICANT/PARTICIPANT DATA.**

To ensure that the data upon which determinations of eligibility, priority status, rent to be paid and size of dwelling required are to be based is full, true and complete, the information submitted by each applicant/participant is to be verified.

4.3.1. Methods of Verification. RHA will verify information through the methods of verification acceptable to HUD in the following order of preference, allowing 14 days for return of verifications before going to the next method.

4.3.1.1. Upfront Income Verification using HUD's Enterprise Income Verification System

4.3.1.2. *Upfront Income Verification using non-HUD system* – This includes information obtained through computer matching such as from the Work Number.

4.3.1.3. *Written Third Party Verification* – An original or authentic document generated by a third-party source dated within the 120-day period preceding the reexamination or RHA request date. All documents, excluding government checks, will be photocopied and retained in the applicant/participant file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will complete a certification statement for the file. RHA will accept faxed documents. RHA will accept verifications in the form of computerized printouts delivered by the household from the following agencies: Social Security Administration, Veterans Administration, Welfare Assistance, Unemployment Compensation Agency, city or county courts, pharmacies, hospitals, and banks. Stable income verifications such as pensions and Social Security award letters are valid for the current year unless there has been a change to the benefit.

4.3.1.3.1. The RHA will reject a document for the following reasons:

- The original document has been altered, mutilated, or is not legible
- The document does not appear to be authentic

4.3.1.3.2. If a document is rejected, staff will get concurrence from the Director of Asset Management, Deputy Executive Director, Executive Director, or designated staff. The document will be notated with the reason why it was rejected, and it will be placed in the applicant/participant's file.

4.3.1.4. *Written Third-Party Verification Form* – Written third-party verification form is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, fax, online, telephone, or a combination of two methods. Verifications received electronically directly from the source are considered third-party written verifications.

4.3.1.5. Third-Party Oral – Oral third-party verifications may be used when written third-party is not possible. When third-party oral verification is used, staff will be required to originate the call, complete a form, noting with whom they spoke, the date of the conversation, and the facts provided. Third-party oral may be used to

clarify information provided on the third-party written.

4.3.1.6. *Certification/Self-Declaration* – When verification cannot be made by the above verification methods, households will be required to submit a self-certification.

4.3.1.6.1. For cases involving self-employment, tenants will be required to provide sales and expense receipts for their business. All information must be completed on a Self-Employment Worksheet and all documentation showing gross income and any deductions claimed must be attached to the Self-Employment Worksheet.

4.3.2. Documentation Required.

4.3.2.1. Complete and accurate verification records consisting of, but not limited to, the following are to be received at the applicant/participant interview and maintained thereafter:

4.3.2.1.1. All income not specifically excluded by the regulations, but not limited to:

- Employment Income
- Social Security, Pensions, Supplementary Security Income (SSI), Disability Income
- Unemployment Compensation
- Welfare Payments
- Alimony or Child Support Payments
- Net Income from a Business
 - Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10th day of the following month. Staff will review the receipts and check the calculations on the worksheets.
- Income from Assets
 - Savings Account Interest Income and Dividends
 - Interest Income from Mortgages or Similar Arrangements
 - Net Rental Income from Property Owned by household.

4.3.2.2. Student Status.

4.3.2.2.1. All individuals enrolled at an institution of higher learning.

4.3.2.2.2. Full-time student status for all High School students who are 18 or over.

4.3.2.2.3. Verification of student status includes written verification from the registrar's office or other school official.

- 4.3.2.3. Current assets including assets disposed of for less than Fair Market Value in preceding two years.
- 4.3.2.3.1. If the household certifies that they have disposed of assets for less than Fair Market Value (FMV), certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the household received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.
- 4.3.2.4. Childcare expense: Verifications must specify the childcare provider's name, address, telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
- 4.3.2.5. Allowable medical expenses: All elderly/disabled households will receive a simplified medical deduction based on the household's total gross annual income. In the event a participant wishes to have their portion of rent calculated based on actual unreimbursed medical expenses contrary to this policy, they must request a hardship exemption in writing, after being determined eligible for housing assistance and leasing a unit.
- 4.3.2.5.1. If a Medical Hardship Exemption is granted, all expense claims will be verified by one or more of the methods listed below:
- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the household and regular payments due on the medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
 - Written confirmation by the insurance company or employer of health insurance premiums to be paid by the household.
 - Written confirmation from the Social Security Administration of Medicare premiums to be paid by the household over the next twelve months. A computer printout or information obtained through government databases such as EIV will be accepted.
 - Prescription expenses as verified on pharmacy printouts from the last 12 months provided by the client.
- 4.3.2.6. Proof of disability for determination of preferences, allowances or deductions.
- 4.3.2.6.1. Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist or licensed social worker, using the HUD language as the verification format.

- 4.3.2.7. Legal Identity
- 4.3.2.8. Permanent Absence of Household Member
- 4.3.2.9. Change in Household Composition
 - 4.3.2.9.1. RHA may verify changes in household composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, school or DMV records and other sources.
- 4.3.2.10. “Preference” status: Any preferences being claimed must be verified/documented. If a claimed preference cannot be documented/verified, the preference will be removed from the application and RHA will redetermine the applicant’s waitlist position.
- 4.3.2.11. Familial/marital status when needed for head or spouse definition.
- 4.3.2.12. Verification of Reduction of Benefits for Noncompliance. RHA will obtain written verification from the welfare agency stating that the household’s benefits have been reduced for fraud or noncompliance before denying the household’s request for rent reduction.

4.4. **SCREENING FOR SUITABILITY.**

In developing its admission policies, the aim of RHA is to attain a tenant body composed of households with a broad range of incomes and to avoid concentrations of the most economically deprived households and households with serious social problems. Therefore, it is the policy of RHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

- 4.4.1. In order to determine the effect an applicant's conduct would be likely to have on a project or its residents, documentation may include letters and reports of interviews or telephone conversations with reliable sources (including the applicant during a home visit), such as current and previous landlords, employer, social worker, parole officer, court records, drug treatment centers, clinics, physicians and police departments. These reports shall include the date, source of information, name and title of person contacted, and a resume of the information received. The information shall include, but not be limited to, the following:

- 4.4.1.1. Time, nature and extent of the applicant's habit and practices in regard to:
 - 4.4.1.1.1. Internal review to ensure that the applicant has no outstanding debt owed to the Reno Housing Authority or any other HUD-subsidized housing program such as unpaid rent, damages, or claims paid to private landlord on behalf of former Public Housing or Housing Choice Voucher recipients.
 - 4.4.1.1.2. Past performance in meeting financial obligations, especially rent;
 - 4.4.1.1.3. RHA will examine any Housing Authority records from a prior tenancy and will request written references from the applicant’s current landlord and may request written references from former landlords for the past three years. Based upon these verifications,

- RHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past three years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation;
- 4.4.1.1.4. Disturbance of neighbors;
 - 4.4.1.1.5. Destruction of property;
 - 4.4.1.1.6. Living or housekeeping habits;
 - 4.4.1.1.7. History of criminal activity involving crimes of physical violence to persons or property;
 - 4.4.1.1.8. Other acts which would adversely affect the health, safety or welfare of other residents;
 - 4.4.1.1.9. Illegal use of a controlled substance;
 - 4.4.1.1.10. Alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - 4.4.1.1.11. Violation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
- 4.4.1.2. Factors which indicate a probability of favorable future conduct or financial prospects, such as:
- 4.4.1.2.1. Evidence of rehabilitation.
 - 4.4.1.2.2. Evidence of willingness to participate in appropriate counseling service programs, and availability thereof; or
 - 4.4.1.2.3. Evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.
- 4.4.1.3. In addition to the review of the applicant's conduct required in Section 2. The Applicant Review Advisory Board procedure is hereby incorporated by reference for any applicant who has been convicted of felonious criminal activity or who has engaged in drug-related criminal activity or who has been evicted from housing assisted under the U.S. Housing Act because of drug-related criminal activity under Section 2.
- 4.4.1.4. RHA will permanently deny admission to Public Housing persons convicted of manufacturing or producing methamphetamine on the premises of the Public Housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. RHA will not waive this requirement.
- 4.4.1.5. RHA will deny admission to Public Housing, or any other RHA owned or managed

properties to any household in which a household member is subject to a lifetime sex offender registration requirement. This provision will not be waived.

4.5. SUMMARY OF VERIFICATION DATA.

- 4.5.1. Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness. Where the information received is not complete in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that for one or more reasons an applicant is ineligible, the investigation is to be discontinued and the applicant notified of his/her ineligibility, the reasons thereof and the right to an informal hearing.
- 4.5.2. As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared on a Certification Form attached to the application. The summary is to cover the following determinations and the basis for such:
 - 4.5.2.1. Eligibility of the applicant as a family
 - 4.5.2.2. Eligibility of the household with respect to income limits for admission
 - 4.5.2.3. Eligibility as a U.S. citizen or national or eligible immigrant status.
 - 4.5.2.4. Eligibility of the household with respect to conduct
 - 4.5.2.5. Size of unit to which the household should be assigned
 - 4.5.2.6. Preference and priority status, if any, of the household
 - 4.5.2.7. History of evictions for drug-related criminal activity
 - 4.5.2.8. History of illegal use of a controlled substance
 - 4.5.2.9. Violations of any eligibility criteria.
 - 4.5.2.10. History of alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - 4.5.2.11. Criminal history for all adult members of the applicant/tenant household and upon request, any criminal information regarding juvenile members of applicant/household family.
- 4.5.3. Attendance at pre-occupancy orientation is a requirement of the screening process. RHA and its residents will develop the agenda for this orientation to include such issues as rent, house rules, lease provisions, security, social services, and utilities.

4.6. NOTIFICATION TO APPLICANTS.

- 4.6.1. If determined to be ineligible for admission, the applicant is to be informed in writing of the determination and of their right, upon his/her request within five days after the determination is made, to an informal hearing in order to make such a reply or explanation as he/she may wish. The reasons for the determination will be included in the written notification.

4.6.2. Applicants are required to inform RHA of any changes to their application must be addressed in writing. Applicants are also required to respond to requests from RHA to update information on their application and to determine their continued interest in assistance.

4.6.3. In the event it becomes necessary to defer eligibility determinations, the applicants shall be informed of this fact and the reasons thereof. Until a final determination is made, an applicant shall be notified of the status of his/her application upon request.

4.7. **RECHECKING VERIFIED FINDINGS PRIOR TO ADMISSION.**

4.7.1. If there is a delay of any consequence over 120 days between the determination of a household's eligibility and the time they can be admitted to a unit, the household will be questioned before admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, rent, and unit size required.

4.7.2. If changes are reported late, the file will be referred to the Admissions Office to obtain written verification and to determine their effect on eligibility, rent, and unit size. Late is defined as more than 10 days after the change. If the applicant is eligible to receive a federal preference, this must be re-verified prior to admission.

4.8. **CERTIFICATION.**

As a part of the application record of each household determined to be eligible for admission, a designated staff member is to complete and sign the eligibility certification.

5. FACTORS RELATED TO TOTAL TENANT PAYMENT (TTP) DETERMINATION

[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

The accurate calculation of annual income and adjusted income will ensure that households are not paying more or less money for rent than their obligation under the regulations. This section defines annual income and the allowable deductions from annual income.

5.1. FORMULAS FOR CALCULATIONS OF TTP.

Income and TTP are calculated in accordance with 24 CFR Part 5, subparts E and F, and further instructions set forth in HUD Notices, Memoranda, and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation.

In the Public Housing program, the “minimum household contribution” must be the greater of:

- 30 percent of the adjusted monthly income
- 10 percent of the monthly income
- the minimum rent of \$100 as set by RHA.

In circumstances where the utility allowance is greater than the minimum rent, the rent will be zero.

5.2. ANNUAL INCOME.

The anticipated total income before deductions from all sources for each member of the family (even if temporarily absent) who is 18 years of age or older, the head of household, or spouse of the head of household, in addition to unearned income received by or on behalf of each dependent who is under 18 years of age. All amounts received by the head of household, co-head, or spouse, including the income of a day laborer, independent contractor, and seasonal worker are included in annual income regardless of age unless otherwise excluded in paragraph (b) of 24 CFR 5.609. Annual income includes all amounts received, not the amount that a family may be legally entitled to receive but did not.

Income from assets is always anticipated, irrespective of the income examination type. Annual Income includes income from all sources received by the household of the head, co-head and spouse (even if temporarily absent) and by each additional member of the household, including all net income derived from assets for the 12-month period following the effective date of certification of income and exclusive of certain types of income noted in this section under "Annual Income Exclusions." RHA will use future anticipated income based on tenant-supplied documentation or third-party verification unless income is determined to be seasonal or irregular. RHA must calculate all applicable income of every household member who is on the application/lease, including those who are temporarily absent. In addition, RHA must count the income of the head of the household, co-head or the spouse if that person is temporarily absent.

Annual income includes, but is not limited to:

5.2.1. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services. Income earned as a day laborer, independent contractor or seasonal worker are included in annual income.

5.2.1.1. For commissions or bonuses if the employer does not disclose the anticipated amount, the previous year's amount will be used.

5.2.2. ~~\$480 of~~The earnings of full-time students over 18 years of age, other than head of household,

co-head or spouse, ~~or the amount published by HUD as adjusted for inflation equal to the dependent deduction.~~

- 5.2.3. The portion of money from Federal work-study programs paid directly to the resident.
- 5.2.4. The net income from operation of a business or profession including self-employment).
- 5.2.4.1. Net income equals gross income less expenses.
- 5.2.4.1.1. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.
- 5.2.4.1.2. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
- 5.2.4.1.3. RHA requires the business gross sales and expense receipts in order to determine the net income of the operation. For gas expenses related to the operation of a vehicle, RHA will use the odometer readings provided by the household and apply the most current IRS Mileage Rate. This rate takes into consideration routine maintenance/expenses (such as tires and oil) so these expenses will not be considered separately.
- 5.2.4.1.4. The owner must be able to prove that the expenses are related to the business and are reasonable per Internal Revenue Service regulations.
- 5.2.4.2. Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10th day of the following month. Staff will review the receipts and check the calculations on the worksheets.
- 5.2.4.3. Staff will use a three-month average of Self-Employment income when determining the calculation of TTP at an annual reexamination.
- 5.2.5. Amounts derived from assets to which the family members have access. Asset income is always anticipated, regardless of the income examination type.
- 5.2.5.1. Assets Include:
- Amounts in savings and checking accounts.
 - The cash value of ~~revocable trusts when the guarantor is part of the assisted household or the trust is under the control of the family or households. that are available to a family.~~
 - Stocks, bonds, savings certificates, money market funds, cryptocurrency, and other investment accounts.
 - Equity in real property (land owned or bequeathed) or other capital investments.

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- Assets that, although owned by more than one person, allow unrestricted access by the applicant.
- One-time lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses when retained and verified.
- Non-Necessary items of Personal property, such as (gems, jewelry, coin collections, antique cars, etc.) with a combined value exceeding \$50,000 (~~or the amount published by HUD as adjusted annually for inflation – see Appendix 6~~).
- Cash value of whole life insurance policies.

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5.2.5.2. Where the household has net household assets in excess of \$50,000 (~~or the amount published by HUD as adjusted for inflation~~adjusted annually for inflation – see Appendix 6), annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD (see Appendix 1). Households with assets less than \$50,000 (~~or the amount published by HUD as adjusted for inflation~~adjusted annually for inflation – see Appendix 6) will submit a self-certification as to the value of the asset and any actual income derived from the assets will not be counted.

5.2.5.2.5.2.5.2.1. Real property will always be included in net family assets, regardless of its value, unless the real property meets a different exclusion under 24 CFR 5.603.

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- 5.2.5.3. In determining the value of a checking account, the current balance will be used.
- 5.2.5.4. In determining the value of a savings account, the current balance will be used.
- 5.2.5.5. In determining the value of an investment account, the value of the account on the most recent investment report will be used.
- 5.2.5.6. Interest, dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household.
- 5.2.5.7. If an asset is owned by more than one person and any family member has unrestricted access to the asset, the full value of the asset will be used.
- 5.2.5.8. If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the RHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the RHA will prorate the asset evenly among all owners.
- 5.2.5.9. Expenses to convert to cash may include such costs as broker fees, sales

commissions, settlement costs and transfer taxes.

5.2.5.9.1. The RHA will use a 5% broker fee if no actual cost documentation is provided.

5.2.5.10. Balances of assets over \$50,000 (~~or the amount published by HUD as adjusted for inflation~~ adjusted annually for inflation – see Appendix 6) shall be determined by client-supplied documentation dated within 60 days of the certification or interview for annual re-certification.

5.2.5.11. Assets disposed of for less than Fair Market Value in the preceding two years. For all Certifications and Recertifications, RHA will obtain the household's certification as to whether any member has disposed of assets for less than Fair Market Value during the two years preceding the effective date of the Certification or Recertification.

5.2.5.11.1. When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual certifications, the family may request an interim recertification to eliminate consideration of the asset(s).

5.2.5.12. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.

~~5.2.5.12.~~ 5.2.5.13. Distributions of interest earned on a trust account principal balance unless the distributions are used to pay for the health and medical expenses for a minor.

5.2.6. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. Lump-sum or prospective monthly payments caused by delays in processing periodic payments for Social Security, ~~or SSI, or deferred Department of Veteran Affairs~~ disability benefits are not counted as income. CFR 5.609(b)(164)

~~5.2.6.~~ 5.2.6.1. If a Social Security recipient's benefits are reduced to make up for prior overpayments, the income will only include the amount of income SSA will provide.

5.2.7. Payments in lieu of earnings, such as unemployment and disability compensation, compensation and severance pay. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance benefits) are counted as income. ~~CFR 5.609(b)(4)~~

5.2.7.1. Worker's Compensation paid at regular intervals for a period of greater than one (1) year are included in annual income. If the payments are for less than one (1) year, they are considered nonrecurring and will be excluded.

~~5.2.7.1.~~ 5.2.7.2. If the lump-sum income covers a period prior to the Household's admission into the program, the portion covered in this prior period should not be treated as income.

5.2.8. Some public assistance payments.

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5.2.9. Periodic and determinable allowances, such as alimony and child support payments, ~~and regular contributions or gifts received from any persons not residing in the dwelling.~~ Lump sums for these sources shall also be included as income unless the payment covers a period prior to the Household's admission into the program.

5.2.9.1. RHA will use the amount of child support or alimony income actually received by the awarded by the court unless the Household not the amount to which the family is entitled to. can verify that they are not receiving the full amount and verification of item(s) below are provided.

~~5.2.9.2. RHA will accept verification that the Household is receiving an amount less than the award if:~~

- ~~• RHA receives verification from the agency responsible for enforcement or collection.~~
- ~~• The Household furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection has filed an enforcement or collection action through an attorney.~~
- ~~• It is the Household's responsibility to supply a certified copy of the divorce decree.~~

~~5.2.9.3. If the verified amount received last year is less than the court order or there is no court order, then the amount received in the last 12 months shall be used to project the next 12 months unless the household can document that a change has occurred that will result in a permanent change in child support.~~

~~5.2.9.4. If the verified amount received by the household is more than the court ordered amount, RHA will use the amount of child support or alimony awarded by the court.~~

~~5.2.9.5.5.2.9.2.~~ If the Household reports a loss of child support, RHA will process the decrease as outlined in Section 8 of this Plan. Household failure to report subsequent increases or resumption of child support payments may result in a debt owed to RHA for overpaid assistance.

5.2.10. Regular contributions and gifts received from persons outside the household ~~are counted as income for calculation of TTP. Any contribution or gift received every three months or more frequently will be considered a "regular" contribution or gift. Any contribution or gift expected to be received beyond the coming year (i.e., the 12 months following the effective date of the certification) will be considered a "regular" contribution or gift.~~ This includes rent and utility payments made on behalf of the household and other cash or non-cash contributions provided on a regular basis including those paid out of a Special Needs Trust. It does not include casual contributions, ~~or~~ sporadic gifts, ~~or non-monetary in-kind donations (e.g., food, clothing, or toiletries), or gifts for significant life events or milestones.~~ If the household's expenses exceed its known income, RHA will question the household about contributions and gifts.

5.2.11. All regular pay, special pay and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces, whether or not living in the dwelling unit, who is the head of household or spouse or other person whose dependents are residing in the unit. The exceptions to this rule are hazardous duty pay when exposed to hostile fire, and any other exceptions to military pay HUD may

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define.

- 5.2.12. Payments to the head of the household for support of a minor, or payments nominally to a minor for their support but controlled for his/her benefit by the head of the household or a resident household - member other than the head, who is responsible for their support.
- 5.2.13. Wages from employment with RHA or resident organization. Upon employment with RHA or officially recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes Public Housing and Section 8 Voucher Programs.

~~5.2.14. Contributions to Retirement Funds as Assets. Contributions to company retirement/pension funds are not counted as an asset. After retirement RHA will count any amounts the resident elects to receive as a lump sum. Regular payments are covered in this section.~~

~~5.2.15.~~ 5.2.14. Income of Person Permanently Confined to a Nursing Home. If a household member is permanently confined to a hospital or nursing home and there is a household member left in the household, RHA will calculate the income by using the following methodology:

~~5.2.15.1.~~ 5.2.14.1. Exclude the income and deductions of the member if their income goes directly to the facility.

~~5.2.15.2.~~ 5.2.14.2. Include the income and deductions of the member if their income goes to a household member.

~~5.2.16.~~ 5.2.15. Proration of Assistance for “Mixed” Households [24 CFR 5.520]. Proration of assistance must be offered to any “mixed” applicant or participant household. A “mixed” household is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

~~5.2.16.1.~~ 5.2.15.1. The household’s TTP will be calculated by multiplying the Member Maximum Subsidy by the number of eligible household members to determine Eligible Subsidy.

~~5.2.17.~~ 5.2.16. Income Changes Resulting from Welfare Program Requirements. RHA will not reduce the rental contribution for households whose welfare assistance is reduced specifically because of:

~~5.2.17.1.~~ 5.2.16.1. Fraud by a household member in connection with the welfare program.

~~5.2.17.2.~~ 5.2.16.2. Failure to participate in an economic self-sufficiency program.

~~5.2.17.3.~~ 5.2.16.3. Noncompliance with a work activities requirement.

However, RHA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits.
- A situation where a household member has not complied with other welfare agency requirements.
- A situation where a household member has complied with welfare

agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the household member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a household can receive benefits, causes the household to lose their welfare benefits.

~~5.2.17.4.~~5.2.16.4. Imputed welfare income is not included in annual income if the household was not an assisted resident at the time of sanction.

~~5.2.17.5.~~5.2.16.5. The amount of imputed welfare income is offset by the amount of additional income a household receives that begins after the sanction was imposed.

~~5.2.17.6.~~5.2.16.6. When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

~~5.2.18.~~5.2.17. Cooperation Agreements. RHA has a written cooperation agreement in place with the local welfare agency which assists RHA in obtaining the necessary information regarding welfare sanctions.

5.3. ANNUAL INCOME EXCLUSIONS

5.3.1. Annual income does not include the following:

5.3.1.1. Income from employment of children (including foster children) under the age of 18 years. Since earned income from minors is fully excluded, verification will not be required;

5.3.1.2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant household, who are unable to live alone) and kinship care payments;

5.3.1.3. Lump-sum additions to household assets, such as inheritances, settlements, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

5.3.1.4. Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member;

5.3.1.5. Income of a live-in aide, foster child, or foster adults is excluded from the family's calculation of annual income;

~~5.3.1.6. Student Financial Assistance: The full amount of student financial assistance paid directly to the student or to the educational institution.~~

5.3.1.6.1. Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), is required to be excluded from a family's income; and

5.3.1.6.2. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined

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under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

- 5.3.1.6.3. Student financial assistance, for purposes of this paragraph (5.3.1.6.2.), means a grant or scholarship received from:
- 5.3.1.6.4. The Federal government;
- 5.3.1.6.5. A State, Tribe, or local government;
- 5.3.1.6.6. A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
- 5.3.1.6.7. A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- 5.3.1.6.8. An institution of higher education.
- 5.3.1.6.9. Student financial assistance, for purposes of this paragraph (5.3.1.6.2.), does not include:
- 5.3.1.6.10. Any assistance that is excluded pursuant to paragraph (5.3.1.6.1.) of this section;
- 5.3.1.6.11. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (5.3.1.6.1.) of this section);
- 5.3.1.6.12. Gifts, including gifts from family or friends; or
- 5.3.1.6.13. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (5.3.1.6.2.), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (5.3.1.6.7.) of this section.
- 5.3.1.6.14. Student financial assistance, for purposes of this paragraph (5.3.1.6.2.) must be:
- 5.3.1.6.15. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

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- 5.3.1.6.16. Expressly to assist a student with the costs of higher education; or
- 5.3.1.6.17. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
- 5.3.1.6.18. Student financial assistance, for purposes of this paragraph (5.3.1.6.2.), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (5.3.1.6.2.).
- 5.3.1.6.19. When the student is also receiving assistance excluded under paragraph (5.3.1.6.1.) of this section, the amount of student financial assistance under this paragraph (5.3.1.6.2.) is determined as follows:
- 5.3.1.6.20. If the amount of assistance excluded under paragraph (5.3.1.6.1.) of this section is equal to or exceeds the actual covered costs under paragraph (5.3.1.6.4.4.) of this section, none of the assistance described in this paragraph (5.3.1.6.1.) of this section is considered student financial assistance excluded from income under this paragraph (5.3.1.6.7.).
- 5.3.1.6.21. If the amount of assistance excluded under paragraph (5.3.1.6.1.) of this section is less than the actual covered costs under paragraph (5.3.1.6.4.4.) of this section, the amount of assistance described in paragraph (5.3.1.6.2.) of this section that is considered student financial assistance excluded under this paragraph is the lower of:
- 5.3.1.6.22. the total amount of student financial assistance received under this paragraph (5.3.1.6.2.) of this section, or
- 5.3.1.6.23. the amount by which the actual covered costs under paragraph (5.3.1.6.4.4.) of this section exceeds the assistance excluded under paragraph (5.3.1.6.1.) of this section.
- ~~5.3.1.6.~~5.3.1.6.24. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.

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5.3.1.7. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire;

~~5.3.1.7.~~5.3.1.8. Amounts received from Cobell or Tribal Trust Settlements that are excluded from gross income under the Internal Revenue Code.

~~5.3.1.8.~~5.3.1.9. Amounts received under training programs funded by HUD;

5.3.1.10. Amounts received by a disabled person that are disregarded for a limited time for

purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

5.3.1.11. Amounts received by veterans in need of regular aid and attendance. This exclusion only applies to the veteran in need of the aid and attendance and not to their beneficiaries, such as a surviving spouse;

~~5.3.1.9~~5.3.1.12. Payments made by or authorized by a state Medicaid agency or other state or federal agency to a family to enable a member who has a disability to reside in the family's unit. Amounts received may be intended for items such as services, equipment, and compensation provided to a family member;

~~5.3.1.10~~5.3.1.13. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;

~~5.3.1.11~~5.3.1.14. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

~~5.3.1.12~~5.3.1.15. Compensation from state or local employment training programs and training of a household member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;

~~5.3.1.13~~5.3.1.16. Temporary, nonrecurring or sporadic income (including gifts);

~~5.3.1.14~~5.3.1.17. 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;

~~5.3.1.15~~5.3.1.18. ~~After the first \$480 of the earned income of full-time students or the amount published by HUD as adjusted for inflation, other than head, co-head, or spouse, full-time student income will not be counted toward household income~~
Earned income of dependent full-time students in excess of the amount of the deduction for a dependent;

~~5.3.1.16~~5.3.1.19. Adoption assistance payments in excess of ~~\$480 per adopted child or the amount published by HUD as adjusted for inflation~~
amount of the deduction for a dependent;

~~5.3.1.17~~5.3.1.20. Deferred periodic payments of supplemental security income, social security benefits and VA pensions that are received ~~in~~ as periodic payments or as a lump sum payment;

5.3.1.21. Amounts received by the household in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

5.3.1.22. Amounts received as a result of state or federal refundable tax credits or refunds;

5.3.1.22.1. Any amount received as a result of state or federal refundable tax credits or refunds that are placed into an asset account will not be included in the asset balance for 12 months from the date received.

~~5.3.1.18.~~

~~5.3.1.19.~~5.3.1.23. Amounts paid by a state agency to a household with a developmentally disabled household member living at home to offset the cost of services and equipment needed to keep the developmentally disabled household member at home;

~~5.3.1.20.~~5.3.1.24. Amounts earned by temporary U.S. Census Bureau employees as part of taking the census; employment may not exceed 180 calendar days without losing this entitlement;

~~5.3.1.21.~~5.3.1.25. Amounts earned by veterans participating in Compensated Work Therapy (CWT) programs, including Incentive Therapy (IT);

~~5.3.1.22.~~5.3.1.26. Income of persons permanently absent;

~~5.3.1.23.~~5.3.1.27. Training Programs Funded by HUD. All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded;

~~5.3.1.24.~~5.3.1.28. As of August 25, 2015, RHA will not accept any new enrollments in the Earned Income Disallowance program.

~~5.3.1.25.~~5.3.1.29. Amounts received through General Assistance or SLA as both these programs provide loans that are expected to be repaid.

~~5.3.1.26.~~5.3.1.30. Amounts received as compensation under the Victims of Crime Act.

~~5.3.1.27.~~5.3.1.31. Payments received from programs funded under title V of the Older Americans Act of 1965.

~~5.3.1.28.~~5.3.1.32. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.

~~5.3.1.29.~~5.3.1.33. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.

~~5.3.1.30.~~5.3.1.34. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.

~~5.3.1.31.~~5.3.1.35. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.

~~5.3.1.32.~~5.3.1.36. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States

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Housing Act of 1937 (as amended). A notice is published in the Federal Register and distributed when necessary, identifying the benefits that qualify for this exclusion.

~~5.3.1.33-5.3.1.37.~~ RHA will not require tenant supplied documentation or request third party verification for annual income that is fully excluded.

~~5.3.1.34-5.3.1.38.~~ RHA will continue to require households to provide supporting documentation and/or RHA will request third party verification for partially excluded annual income.

~~5.3.1.35-5.3.1.39.~~ Earned income of household members, excluding the head or co-head, who are 18-20 years old.

5.4. ADJUSTED INCOME.

Adjusted income is the annual income minus any HUD-allowable expenses and deductions specified below which are anticipated during the 12-month period for which annual income is estimated. The five HUD-allowable deductions from annual income are:

- 5.4.1. DEPENDENT ALLOWANCE: \$480 each ([adjusted annually for inflation – see Appendix 6](#)) for household ~~–This deduction applies to members~~ (other than the head or spouse) who are minors, and for household - members who are 18 and older who are full-time students or who are disabled.
- 5.4.2. ELDERLY/DISABLED ALLOWANCE: \$400 ([adjusted annually for inflation – see Appendix 6](#)) per household ~~–for households whose head or spouse is 62 or over or disabled.~~ Near-Elderly households do not qualify for this allowance.
- 5.4.3. ALLOWABLE [HEALTH AND MEDICAL CARE](#) EXPENSES: All elderly/disabled households who self-certify they pay out of pocket [health and medical care](#) expenses will receive a simplified medical deduction based on the household's total gross annual income, see Appendix VI for values. Near-Elderly households do not qualify for [health and medical care](#) expenses. In the event a participant wishes to have their portion of rent calculated based on unreimbursed [health and medical care](#) expenses contrary to this policy, they must request a hardship exemption in writing. RHA will establish a three-person committee to review all requests for hardship; however, in order to be considered for a hardship and referred to the committee, participants must meet the following criteria: 1) household's monthly rent is no less than RHA's established minimum rent; 2) third party documentation must be provided detailing all anticipated [health and medical care](#) expenses including monetary amounts and frequency. Once submitted, the three-person committee will review all of the detailed expenses provided and determine whether a hardship is warranted. If any part of the established criteria is not met, a hardship will not be granted. If a Hardship is granted, the household will receive a deduction for out-of-pocket [health and medical care](#) expenses in excess of three percent of their gross annual income not compensated for or covered by insurance through their next recertification. Households wishing to receive the hardship exemption at their next scheduled recertification will need to request it and be approved by the committee. The determination of allowable [health and medical care](#) expenses under an approved Hardship are as follows:
 - 5.4.3.1. A deduction of [health and medical care](#) expenses in excess of three percent of annual income not compensated for or covered by insurance (including anticipated expenses for the next 12 months, payments on accumulated major medical bills, dental expenses, prescription medicines, transportation expenses directly related to

medical treatment, eyeglasses and contacts, medical insurance premiums, hearing aids and batteries, cost of live-in assistance).

5.4.3.2. ~~When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.~~ Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.

~~5.4.3.3. Chiropractic, Christian Science Practitioner expenses, assisted living expenses, acupressure, acupuncture and related herbal medicines will not be considered allowable medical expenses.~~

~~5.4.3.4.~~ 5.4.3.3. Unreimbursed health and medical care expenses of all household members in households whose head or spouse is elderly or disabled.

~~5.4.3.5.~~ 5.4.3.4. Only third-party verified health and medical care expenses will be used with the following exceptions:

~~5.4.3.5.1.~~ 5.4.3.4.1. Prescriptions. The total participant paid amount on a print-out from a pharmacy for 12 months will be allowed.

~~5.4.3.5.2.~~ 5.4.3.4.2. Over-the-counter medicines with prescription by a doctor or licensed health care provider will be given in accordance with the store printout of the last 12 months or the total on receipts dated within the last 12 months. The total of the receipts will be used and not multiplied by any number in an attempt to forecast prescription usage.

~~5.4.3.5.3.~~ 5.4.3.4.3. Eyeglasses and/or contacts – Deductions based on receipts.

~~5.4.3.5.4.~~ 5.4.3.4.4. Credit Card payments will be allowed only if the original charge can be traced back to the medical expense and only the original charge will be counted. No interest will be allowed as a deduction. The client shall provide documentation that regular monthly payments are being made and all payments will be assumed towards medical expenses first, so medical expenses are capped by original charge minus all payments made to date.

5.4.4. CHILD CARE EXPENSES: Deducted for the care of children under 13 when childcare is necessary to allow an **adult** member to work, attend school, or actively seek employment.

5.4.4.1. Childcare must be reasonable. Reasonable is determined by what the average childcare rates are in RHA's jurisdiction.

5.4.4.2. RHA will survey the local providers in the community to determine what is reasonable. RHA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, RHA may calculate the allowance using the guideline.

5.4.4.3. The maximum childcare expense allowed cannot exceed the amount earned by the person enabled to work which is included in the household's annual income. The "person enabled to work" will be the adult member of the household who earns the

least amount of income from working.

- 5.4.4.4. In the case of childcare for school, the number of hours claimed for childcare may not exceed the number of hours the household member is attending school, including reasonable travel time to and from school.
- 5.4.4.5. In the case of a child attending private school, only after-hours care can be counted as childcare expenses.
- 5.4.4.6. If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed.

5.4.5. ALLOWABLE DISABILITY ASSISTANCE EXPENSES: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult household member to work, and if the expenses exceed three percent of the household's annual income. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually impaired persons, and equipment added to vehicles to permit use by the disabled household member.

5.4.5.1. For non-elderly households and elderly households without medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for attendant care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

5.4.5.2. For elderly households with medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for attendant care and equipment less three percent of Annual Income, provided the amount does not exceed earnings plus medical expenses as defined in this section.

5.5. SEASONAL OR IRREGULAR INCOME

When annual income is derived from known seasonal or irregular employment and income cannot be anticipated for a full 12 months, RHA will:

- use a 12-month history of the household's income from the past year. RHA will notify the household that no interim reexaminations will be conducted.

5.6. MINIMUM INCOME.

There is no minimum income requirement. Households who report zero income are required to complete a self-certification of zero income at admission and at reexamination without taking any additional steps to verify zero income. ~~written certification every 90 days.~~

~~5.6.1. Households that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.~~

~~5.6.2.~~ 5.6.1. If the household's expenses exceed their known income, RHA ~~may~~will make inquiry of the head of household as to the nature of the household's accessible resources and documentation of expenditures may be required.

5.7. **UTILITY ALLOWANCE SCHEDULE AND UTILITY REIMBURSEMENT PAYMENTS.**

- 5.7.1. The utility allowance schedule is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual household's actual energy consumption.
- 5.7.2. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.
- 5.7.3. RHA reviews the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant household's rent calculation at their next annual reexamination.

5.8. **MINIMUM RENT AND MINIMUM HOUSEHOLD CONTRIBUTION.**

The minimum rent or household contribution in the Public Housing program is \$100.

- 5.8.1. **HARDSHIP REQUESTS FOR AN EXCEPTION TO MINIMUM RENT.** RHA recognizes that in some circumstances even the minimum rent may create a financial hardship for households. RHA will review all relevant circumstances brought to RHA's attention regarding financial hardship as it applies to the minimum rent. The following section states RHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed (24 CFR 5.630), and in order for a household to qualify for a hardship exception, the household's circumstances must fall under one of the following HUD hardship criteria:
 - 5.8.1.1. The household has lost eligibility or is awaiting an eligibility determination for Federal, State or local assistance, including a household with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
 - 5.8.1.2. The household would be evicted as a result of the imposition of the minimum rent requirement.
 - 5.8.1.3. The income of the household has decreased because of changed circumstances, including loss of employment or death of a household member.
 - 5.8.1.3.1. "Loss of employment" is defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.
 - 5.8.1.3.2. "Death in the family", for the purposes of exemption to minimum rent, includes head of household or spouse, or any household member on the public housing lease.
 - 5.8.1.4. Other circumstances as determined by RHA or HUD.
- 5.8.2. **Minimum Rent.** RHA will review all household requests for exception from the minimum rent

due to financial hardships.

- 5.8.2.1. All requests for minimum rent hardship exceptions are required to be in writing and documentation will be requested as proof of financial hardship.
- 5.8.2.2. Requests for minimum rent exception must include a statement on the household hardship that qualify the household for an exception.
- 5.8.3. SUSPENSION OF MINIMUM RENT. RHA will grant the minimum rent exception to all households who request it, effective the first of the following month. The minimum rent will be suspended until RHA determines whether the hardship is:
- Covered by statute
 - Temporary or long term
- 5.8.3.1. Suspension means that RHA must not use the minimum rent calculation until RHA has made this decision.
- 5.8.3.2. During the minimum rent suspension period, the household will not be required to pay a minimum rent.
- 5.8.3.3. If RHA determines that the minimum rent is not covered by statute, RHA will impose a minimum rent including payment for minimum rent from the time of suspension.
- 5.8.4. TEMPORARY HARDSHIP. If RHA determines that the hardship is temporary (defined as a duration of less than 90 consecutive days), a minimum rent will not be imposed for a period of up to ninety days from the date of the household's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension. RHA will offer a repayment agreement to the household for any such rent not paid during the temporary hardship period.
- 5.8.5. LONG TERM DURATION HARDSHIPS. (24 CFR 5.6(c)(3)) If RHA determines that there is a qualifying long-term financial hardship, RHA must exempt the household from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the household's request for exemption.

5.9. HOUSEHOLD CHOICE IN RENTS.

- 5.9.1. AUTHORITY FOR HOUSEHOLD TO SELECT. RHA shall provide for each household residing in a Public Housing unit to elect annually whether the rent paid by such household shall be determined based on household income or the flat rent. RHA may not at any time fail to provide both such rent options for any Public Housing unit owned or operated by RHA.
- 5.9.2. Annual Choice: RHA shall provide for households residing in Public Housing units to elect annually whether to pay income-based or flat rent.
- 5.9.3. Allowable Rent Structure
- 5.9.3.1. Flat Rents. In accordance with HUD regulations, RHA will establish a flat rent that is no less than 80% of the published Fair Markets Rent for our area. Annually, RHA will update the flat rent amount for each dwelling unit within 90 days of

HUD publishing updated Fair Market Rents.

- 5.9.3.1.1. Flat rents are based on the rental value of the unit, as determined by RHA; and
- 5.9.3.1.2. Is designed so that the rent structures do not create a disincentive for continued residency in Public Housing by households who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.
- 5.9.3.1.3. RHA shall review the income of households paying flat rent not less than once every three years, except for households that have exceeded the over-income limit. A household who has exceeded the over-income limit must have a review of their income every 12 months after the initial over-income determination unless their income decreases below the over-income limit.
- 5.9.3.2. Income Based Rents. The monthly total tenant payment for a household shall be an amount, as verified by RHA, which does not exceed the greatest of the following amounts:
 - 5.9.3.2.1. 30 percent of the household's monthly adjusted income;
 - 5.9.3.2.2. 10 percent of the household's monthly income; or
 - 5.9.3.2.3. RHA's minimum TTP of \$100.
 - 5.9.3.2.4. In circumstances where the utility allowance is greater than the minimum rent, the rent will be zero.
- 5.9.4. SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES: In the case of a household that has elected to pay RHA's flat rent, RHA shall immediately provide for the household to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the household is unable to pay the flat rent because of financial hardship, including:
 - 5.9.4.1. Situations in which the income of the household has decreased because of changed circumstances, loss or reduction of employment, death in the household, and reduction in or loss of income or other assistance.
 - 5.9.4.2. An increase, because of changed circumstances, in the household's expenses for medical costs, childcare, transportation, education, or similar items; and
 - 5.9.4.3. Such other situations as may be determined by RHA.
 - 5.9.4.4. Once a household switches to income-based rent due to hardship, the household must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

6. LEASING

[24 CFR 966.4]

It is RHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and RHA's policies pertaining to lease execution, security deposits, other charges, additions to the lease and cancellation of the lease.

6.1. LEASE ORIENTATION.

Eligible applicants selected for admission will be required to participate in an orientation program conducted by RHA. The orientation program will acquaint new resident families with the policies herein, the Dwelling Lease Agreement, maintenance procedures, services provided by RHA and resident responsibilities and obligations in the units.

Prior to execution of the lease, an RHA representative will conduct a lease orientation with the head of the household and the spouse (if applicable) and any other adults over the age of 18. All adult household members are required to attend the lease orientation.

6.1.1. Orientation Agenda. When households attend the lease orientation, they will be provided with:

- 6.1.1.1. A copy of the Lease
- 6.1.1.2. A copy of RHA's lease and grievance procedure
- 6.1.1.3. A copy of the House Rules
- 6.1.1.4. A copy of the Pet Policy
- 6.1.1.5. A copy of the Non-Smoking Policy
- 6.1.1.6. A copy of the Exterior Guidelines and Vehicle Regulations
- 6.1.1.7. A copy of HUD's Notice of Occupancy Rights (Form HUD-5380) and accompanying certification form (Form HUD-5382)

6.1.2. Topics to be discussed will include, but are not limited to:

- 6.1.2.1. Applicable deposits and other charges
- 6.1.2.2. Provisions of the Lease
- 6.1.2.3. Family Choice of Rents
- 6.1.2.4. Orientation to the community
- 6.1.2.5. Unit maintenance and work orders
- 6.1.2.6. Terms of occupancy
- 6.1.2.7. Community Service
- 6.1.2.8. Lead-based paint disclosure notice
- 6.1.2.9. Lead hazard information

6.2. **LEASE REQUIREMENTS.**

- 6.2.1. A Dwelling Lease is to be entered into between RHA - and each of its tenant families. The Dwelling Lease is to be kept current at all times and is to reflect the rent being charged and will cover the conditions governing occupancy.
- 6.2.2. The initial term of the lease will be 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement or when the household has exceeded the over-income limit for the previous 24 consecutive months.
 - 6.2.2.1. Since the lease automatically renews for terms of 12 months, an annual signing process is not required.

6.3. **EXECUTION OF LEASE.**

- 6.3.1. The lease shall be executed by the head of household, co-head, spouse, and all other adult members of the household, and by an authorized representative of RHA, prior to admission.
- 6.3.2. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.
- 6.3.3. An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and RHA will retain the other in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current RHA policies as well as applicable Federal, State and local law.
- 6.3.4. The following provisions govern lease execution and amendments:
 - 6.3.4.1. A lease is executed at the time of admission for all new tenants.
 - 6.3.4.2. A new lease is executed at the time of the transfer of a tenant from one RHA unit to another. The date of the annual recertification will remain unchanged.
 - 6.3.4.3. If, for any reason, any head of household ceases to be a member of the household, the lease may be cancelled, and a new lease executed and signed by the household member qualifying as head of the household provided the household is eligible for continued occupancy. The date of the annual recertification will remain unchanged.
 - 6.3.4.4. Lease signers must be persons legally eligible to execute contracts.
 - 6.3.4.5. The names and date of birth of all household members are listed on the Personal Declaration each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
 - 6.3.4.6. Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by RHA, which becomes an attachment to the lease. Documentation will be included in the tenant's electronic or paper file to support proper notice.
 - 6.3.4.7. If, at any time during the life of the Dwelling Lease, any other change in the tenant's status results in the need to change or amend any provisions of the Lease, or if RHA desires to waive any provisions with respect to the tenant, (1) the

existing Lease is to be cancelled and a new Lease executed or (2) an appropriate rider is to be prepared and made a part of the existing Lease, except in the case of rent adjustments for which appropriate Notice will be provided to the tenant electronically, by hand, or regular mail and a copy filed with the existing Lease and made a part thereof.

- 6.3.4.8. Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to RHA assistance, with the exception of occupancy while serving as the attendant for the participant household member.
- 6.3.4.9. RHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

6.4. ADDITION TO THE HOUSEHOLD MEMBERS.

- 6.4.1. Requests for additions of a new member of the household must be approved by RHA, prior to the actual move-in by the proposed new member.
 - 6.4.1.1. Requests to add adults to the household will not be accepted within six months of the date of the original lease without approval from the Executive Director.
- 6.4.2. Following receipt of a household's request for approval, RHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by RHA will be added to the household.
- 6.4.3. Factors determining household additions are:
 - Household additions subject to screening:
 - 6.4.3.1. Resident plans to marry;
 - 6.4.3.2. Resident is awarded custody of a child over the age for which juvenile justice records are available;
 - 6.4.3.3. Resident desires to add a new household member to the lease, employ a live-in aide, or take in a foster child(ren);
 - 6.4.3.4. A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor), and an adult who was not a member of the original household requests permission to take over as head of household.
- 6.4.4. Factors determining household additions that are not subject to screening:
 - 6.4.4.1. Children born to a household member or whom a household member legally adopts are exempt from the pre-screening process.
 - In the case of a newborn child, the head of household will submit a completed add-a-member packet within 10 days of the birth of the child. The household will

have 90 days from the date of birth to provide the RHA with the original Social Security card. If needed, the household may request a 90-day extension before the 90 days have elapsed. The household may be required to provide documentation supporting the need for an extension.

- A newborn will be considered an approved guest for 90 days after receipt of the add-a-member packet and during any approved extensions.
- For a minor, other than a newborn, to be added to an assisted household custody must be established.
 - If custody has been awarded by a court proceeding, the court determination must be provided.
 - If there has been no court determination of custody, a notarized statement from the other parent must be provided along with a self-certification from the assisted household that no court determination exists and who shall have custody of the child(ren).
 - In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.
 - Children of a live-in aide shall not be considered household members unless the head of household has legal custody of the children.
 - No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.

6.4.4.2. In such cases where the addition of a new member who has not been born, married, or legally adopted into the household, and the addition will affect the bedroom size required by the household, according to RHA occupancy standards, RHA will not approve the addition.

6.4.4.3. Residents who fail to notify RHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by RHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].

6.4.4.4. Household members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify RHA of the move-out within 10 calendar days of its occurrence.

6.4.4.5. The resident may not allow visitors to stay overnight more than 14 days in a 12-month period.

6.4.4.5.1. The household must request RHA approval prior to visitors arriving who will be in the unit in excess of 14 days in a year.

6.4.4.5.2. Visitors who remain beyond this period shall be considered unlawful borders, and their presence constitutes a breach of the lease.

- 6.4.4.6. If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.
- 6.4.4.7. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any household occupying a dwelling unit.
- 6.4.4.8. Residents are not permitted to allow a former tenant of RHA who has been evicted to occupy the unit for any period of time.
- 6.4.4.9. Residents must advise RHA when they will be absent from the unit for more than one calendar week and provide a means for RHA to contact the resident in the event of an emergency. Failure to advise RHA of extended absences is grounds for termination of the lease.
- 6.4.4.10. Changes in the head of household or co-head/spouse will only be processed upon verification of a medical need for the change or a change in household composition. Changes that would cause the household to be deemed an elderly or disabled household or will cause an increase in subsidy size will not be processed without a change in household composition.

6.5. REMOVAL OF HOUSEHOLD MEMBERS.

6.5.1. In the case of removal of the Head of Household, Co-Head or Spouse:

- 6.5.1.1. RHA requires a notarized statement from the individual requesting to be removed or the individual may meet with RHA staff with their current photo identification and make a written statement removing themselves from the assistance.

6.5.2. In the case of removal of a minor child from the household:

- 6.5.2.1. The Head of Household can make a written request for a minor child to be removed from the household by providing RHA with a self-certification that they are no longer residing in the assisted unit and providing documentation that custody has been obtained by someone not in the household.

6.6. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES.

[24 CFR 8.27(a)(1)(2) and (b)]

6.6.1. Before offering a vacant accessible unit to a non-disabled applicant, RHA will offer such units:

- 6.6.1.1. First, to a current occupant of another unit of the same development, or other Public Housing developments under RHA's control, who has a disability that requires the special features of the vacant unit.

- 6.6.1.2. Second, to an eligible applicant on the waiting list having a disability that requires the special features of the vacant unit.

6.6.2. RHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

6.7. **UTILITY SERVICES.**

- 6.7.1. Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.
- 6.7.2. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

6.8. **NON-SMOKING POLICY.**

All RHA Public Housing units are non-smoking. Residents and their guests must adhere to the non-smoking policy.

6.9. **SECURITY DEPOSITS.**

New tenants must pay a security deposit to RHA at the time of admission.

- 6.9.1. RHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to RHA.
 - 6.9.1.1. Under the Security Deposit Loan Program, households can qualify for a payment plan to repay the security deposit.
- 6.9.2. RHA will hold the security deposit for the period the tenant occupies the unit.
- 6.9.3. RHA will refund to the tenant the amount of the security deposit, less any amount needed to pay the cost of:
 - 6.9.3.1. Unpaid rent;
 - 6.9.3.2. Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
 - 6.9.3.3. Other charges under the lease.
- 6.9.4. RHA will refund the security deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address.
- 6.9.5. RHA will provide the tenant, or the person designated by the former tenant in the event of a former tenant's incapacitation or death, with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, RHA will provide a meeting to discuss these charges.
- 6.9.6. The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to RHA. All keys to the unit must be returned to the Management upon vacating the unit.
- 6.9.7. RHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.
- 6.9.8. If the tenant transfers to another RHA owned unit, RHA will refund the security deposit to the tenant in accordance with section 6.9.3. The tenant will be liable to pay the gaining developments security deposit at the time of lease up.
- 6.9.9. **PET DEPOSIT.** Prior to bringing a pet onto the premises, residents shall pay a pet deposit to

cover the cost of potential additional damages due to having the pet in the dwelling unit.

6.9.9.1. A pet deposit of \$200 is required for each pet up to a maximum of two pets per dwelling unit. In addition, a non-refundable monthly fee of \$10 is required for each month the resident has a pet on the property.

6.9.9.2. Upon move-out of the unit, a deduction may be made for any damages caused by the pet(s) and destruction of fleas, deodorizing, and/or shampooing, regardless of how long the pet occupied the premises.

6.9.9.3. RHA's Pet Ownership Policy is herein incorporated by reference and more detailed information on pet ownership may be found in Chapters 12 of this plan.

6.10. **RENT PAYMENTS.**

6.10.1. The tenant rent is due and payable at RHA-designated location on the first of every month.

6.11. **FEES AND NONPAYMENT PENALTIES.**

6.11.1. If the tenant fails to make payment by the sixth day of the month, and RHA has not agreed to accept payment at a later date, a 14 Day Non-Payment Notice will be issued to the tenant for failure to pay rent, demanding payment in full or the surrender of the premises.

6.11.1.1. In addition to the notice, a late fee equal to 5% of the total rent payment due will be charged. Additional fees as a result of required laws under Nevada Revised Statute for process servers and court filings will be assessed to tenants who do not comply with the rent payment notices.

6.11.2. A charge of \$25 will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account.

6.11.2.1. RHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

6.11.3. Any rent payment received will be applied to the oldest rent charges in the resident's account, with the exception of debts currently under a payment agreement.

6.12. **SCHEDULES OF SPECIAL CHARGES.**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

6.13. **MODIFICATIONS TO THE LEASE.**

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least 30 days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

6.13.1. A copy of such notice shall be posted in the central office and mailed by first class mail to the tenant.

6.13.2. After the proposed changes have been incorporated into the lease and approved by the Board, each household will be notified of the effective date of the new lease.

6.13.3. Any modification of the lease must be accomplished by a written addendum to the lease and signed by both parties.

6.14. **TERMINATION OF THE LEASE.**

Termination of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in section 9 of this policy.

7. TRANSFER POLICY

The RHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead, emergency transfers will be handled immediately, on a case-by-case basis. If the emergency cannot be resolved by a temporary accommodation, and the family requires a permanent transfer, the family will be placed at the top of the transfer list.

7.1. TRANSFERS WILL BE PROCESSED IN THE FOLLOWING ORDER.

7.1.1. EMERGENCY TRANSFERS

- a) Hazardous Maintenance Conditions
- b) VAWA emergencies for tenants who are victims of domestic violence, dating violence, sexual assault or stalking.

7.1.2. MANDATORY TRANSFERS

- a) Occupancy Standards Transfers
- b) Transfers to Make an Accessible Unit Available
- c) Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

7.1.3. HIGH-PRIORITY TENANT-INITIATED TRANSFERS

- a) Reasonable Accommodation
- b) Verified Threat

7.1.4. REGULAR-PRIORITY TENANT-INITIATED TRANSFERS

- a) Overcrowded

7.1.5. OPTIONAL PHA-INITIATED TRANSFERS

- b) Project Based Mobility Transfers

7.1.6. Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date. Mandatory transfers will take precedence over waiting list admissions.

7.1.7. With the approval of the Executive Director or their designee, the RHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

7.1.8. Upon written request from the household family, a transfer may be made by dividing the members of a household family into two separate household families, both of whom must meet full initial eligibility requirements. The Executive Director or their designee will review the transfer request and may approve it if he/she deems it appropriate.

- 7.1.9. Demolition and renovation transfers will gain the highest priority as necessary to allow the RHA to meet the demolition, renovation, revitalization program, or RAD schedules. In the event the next available unit is greater in size than the family requires according to occupancy standards and no suitable family is on the transfer list, RHA may transfer and temporarily over-house the family to maintain the demolition or renovation schedule. All mandatory transfers will take precedence over waiting list admissions.
- 7.1.10. RHA will not grant a transfer request solely to accommodate neighbors who “cannot get along”, or to resolve domestic disputes.

7.2. **EMERGENCY TRANSFERS**

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

- 7.2.1. The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:
- 7.2.1.1. Maintenance conditions in the resident’s unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, serious water leaks, or to protect the family from imminent danger by criminal activity.
- 7.2.1.2. A verified incident of domestic violence, dating violence, sexual assault, or stalking. In order to request an emergency transfer under VAWA, the resident is required to submit an emergency transfer request form (HUD-5383). The RHA may, on a case-by-case basis, waive this requirement and accept a verbal request to expedite the transfer process. If RHA accepts an individual’s statement, staff will document acceptance of the statement in the individual’s file. Transfer requests under VAWA will be processed in accordance with the VAWA Emergency Transfer Plan.
- 7.2.1.2.1. The VAWA Emergency Transfer Plan is hereby incorporated by reference for any such participant.
- 7.2.2. Emergency Transfer Procedures
- 7.2.2.1. If the transfer is necessary because of maintenance conditions or other emergency conditions, and an appropriate unit is not immediately available, the RHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location.
- 7.2.2.2. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired within 24 hours or a reasonable amount of time, the RHA will transfer the resident to the first available and appropriate unit after the temporary relocation. Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.
- 7.2.2.3. RHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The RHA will allow a tenant to make

an internal emergency transfer under VAWA when a safe unit is immediately available if the participant believes that there is a threat of further imminent harm if they remain in the unit. A participant may also be eligible if they have been a victim of sexual assault that occurred on the premises within 90 days preceding the emergency transfer request. These eligibilities apply regardless of whether the participant is in good standing.

- 7.2.2.4. The RHA defines immediately available as a vacant unit that is ready for move-in within a reasonable period of time. If an internal transfer to a safe unit is not immediately available, at the request of the resident, the RHA will assist in seeking an external emergency transfer either within or outside the PHA's programs.

7.3. **PHA-INITIATED TRANSFERS.**

RHA may require that a family transfer to another unit. Several types of transfers are required by RHA and considered a "mandatory" move.

These circumstances include:

- 7.3.1. to maintain occupancy standards based on family composition; or
- 7.3.2. requiring a family to transfer to make an accessible unit available to a disabled family; or
- 7.3.3. if the RHA is engaging in housing development/revitalization or rehabilitation activities that require families to relocate.

Transfers required by the PHA are mandatory for the tenant.

7.3.3.1. **Occupancy Standards Transfers**

- 7.3.3.1.1. The RHA will transfer a family when the family size has changed, and the family is now too large (under-housed) or too small (over-housed) for the unit occupied.
- 7.3.3.1.2. Under-housed: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides. For example, a household may become under-housed for a unit when a new child or an adult joins the household.
- 7.3.3.1.3. Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the RHA's occupancy standards. For example, a household may be considered over-housed for a unit when an adult child leaves the household. RHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the agency's occupancy standards, when the RHA determines there is a need for the transfer. The RHA may also elect not to transfer an over-housed family in order to prevent vacancies.

7.3.3.2. **Transfers to Make an Accessible Unit Available.**

- 7.3.3.2.1. When a non-accessible unit becomes available, the RHA will transfer a family living in an accessible unit that does not require the

accessible features, to an available unit without accessibility amenities. The RHA will transfer the resident to the first available and appropriate unit in a development. The RHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features of the accessible unit.

7.3.3.3. Demolition, Disposition, Revitalizations, or Rehabilitation Transfers.

7.3.3.3.1. To enable RHA to engage in major housing rehabilitation, development, demolition, or disposition activities to improve the housing stock in its portfolio, a family may be required to relocate temporarily or permanently. The RHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The RHA'S relocation plan may or may not require transferring affected families to other available public housing units. In certain situations, the household may only be offered temporary relocation if allowed under the Relocation Act provisions and if applicable the household may be allowed to return to their unit or a unit within the same development once rehabilitation is complete.

7.4. **TENANT-INITIATED TRANSFERS**

The RHA is under no regulatory obligation to approve tenant-initiated transfer requests other than for reasonable accommodation. However, the types of requests for transfers that the RHA will consider are limited to requests for transfers to alleviate a serious or life-threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the RHA's occupancy standards, and transfers to a location closer to employment. No other types of transfer requests will be considered by the RHA.

Residents requesting a transfer to another unit or development will be required to submit a written request for a transfer. In case of a reasonable accommodation transfer the RHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the RHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted. Within a reasonable time of the submitted request, the RHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family. If the RHA denies the request for a transfer, the family will be informed of their grievance rights.

Transfer request types are described below.

7.4.1. The RHA will consider the following transfer requests:

7.4.1.1. Reasonable Accommodation: When a family requests a transfer for a reasonable accommodation.

7.4.1.2. Verified Threat: When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the RHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking.

7.4.2. The RHA will consider the following as regular priority transfer requests:

7.4.2.1. Overcrowded: When a family requests a larger bedroom size unit even though the family does not meet the RHA's definition of overcrowded, as long as the family meets the RHA's occupancy standards for the requested size unit.

7.4.3. Eligibility for transfer except where VAWA or reasonable accommodation is being requested, the RHA will only consider tenant-initiated transfer requests from residents that meet "good record" requirements. If the family does not meet the "good record" requirements stated below, the manager will address the issue and, until resolved, the request for transfer will be denied.

Good record requirements are as follows:

7.4.3.1. Has not engaged in criminal activity that threatens the health and safety of residents and staff.

7.4.3.2. Owe no back rent or other charges or have a pattern of late payment.

7.4.3.3. Have no housekeeping lease violations or history of damaging property and is not on Unit Abuse monitoring. A resident with housekeeping standards violations or Unit Abuse monitoring will not be transferred until the resident passes a follow-up housekeeping inspection or is removed from Unit Abuse monitoring.

7.4.3.4. Can get utilities turned on in the name of the head of household, spouse, or co-head (applicable only to properties with tenant-paid utilities).

7.5. **OPTIONAL PHA INITIATED TRANSFERS.**

7.5.1. Project Based Voucher Mobility Transfers

7.5.1.1. Up to 50 single-family homes, apartments, condos, or duplexes in designated NSP2 low-poverty target areas will be provided by RHA. With HUD approval, each will be assigned a Project Based Voucher (PBV) and designated for a Mobility Program for Public Housing families with children. Public Housing families with children who meet the eligibility criteria will be given preference for the properties. The selections will be made in a series of drawings by lottery. Those selected will move out of Public Housing and into RHA's Rental Assistance Program at one of the properties with a PBV.

7.5.1.2. Initial eligibility requirements for Public Housing families with children:

7.5.1.2.1. Must have resided in Public Housing for at least two years.

7.5.1.2.2. Must have not had any significant housekeeping issues or have any tenant-caused damages reported on inspections other than normal wear and tear.

7.5.1.2.3. Must not have a current debt to RHA.

7.5.1.2.4. Must not have a history of unlawful boarders or unreported income.

7.5.1.2.5. Must not have had any significant lease violations.

- 7.5.1.3. If there are insufficient eligible Public Housing families who apply for the RHA PBV properties in the designated NSP2 low poverty target areas, the Executive Director may approve specific waivers modifying the eligibility criteria to allow more Public Housing residents to apply.
- 7.5.1.4. Eligible households will be sent a letter of interest explaining the Mobility Program.
- 7.5.1.5. Interested eligible households will be placed in a waiting list pool managed by the Director of Asset Management and will be entered into a lottery based on their income, required bedroom size and their requested geographical locations. As properties are purchased, appropriate sized households will be randomly selected and offered the properties.
- 7.5.1.6. Households will have the right to refuse any property offered to them. If a household refuses, they will be put back in the pool.
- 7.5.1.7. Households accepting a property will be issued a Project Based Voucher for the property. Asset/Property Managers will move these households out of Public Housing the day before the signed voucher contract date in order to prevent double subsidies.
- 7.5.1.8. Exceptions to the requirements above may be made when it is to the RHA's advantage to make the transfer. Exceptions may also be made when the RHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking in accordance with the agency's Emergency Transfer Plan.

7.6. UNIT ACCEPTANCE OR REFUSAL

- 7.6.1. Tenants will receive one offer of a transfer, unless good cause is provided. Applicants must accept or refuse a unit offer within three business days of the date of the unit offer. Offers will be made in person or by telephone and will be confirmed by letter.
- 7.6.2. When the transfer is required by the RHA, the refusal of that offer without good cause may result in lease termination.
- 7.6.3. When the transfer has been requested by the tenant, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.
- 7.6.4. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:
 - 7.6.4.1. The family demonstrates to the RHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
 - 7.6.4.2. The family demonstrates to the RHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement

agency. Reasons offered must be specific to the family. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.

- 7.6.4.3. The unit is inappropriate for the tenant's disabilities, or the family does not need the accessible features in the unit offered.
- 7.6.4.4. The RHA will require documentation of good cause for unit refusals. In the case of a unit refusal for good cause, the tenant family will not be removed from the transfer list. A refusal for good cause will not adversely affect the family's position or placement on the transfer list. The family will remain at the top of the list until the family receives an offer for which they do not have good cause to refuse. The family has 3 business days from the date of the unit offer to submit documentation for a good cause unit refusal.

7.7. COST OF TRANSFER

- 7.7.1. Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, mobility transfers, and other voluntary transfers.
- 7.7.2. RHA will bear the reasonable cost of transfers RHA requests for demolition, disposition, rehabilitation, building system failures, or emergency conditions due to no fault of the tenant. RHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities, in accordance with RHA Reasonable Accommodation Policy and Procedures. The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as electricity and gas. The RHA will reimburse the family for eligible out-of-pocket expenses up to the RHA's established moving allowance.

8. REEXAMINATION OF TENANT ELIGIBILITY & REDETERMINATION OF HOUSEHOLD INCOME, ASSETS & ALLOWANCES

[24 CFR 5.613, 5.615, Part 960 Subpart C]

8.1. OVERVIEW.

This chapter defines RHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

8.1.1. HUD requires that RHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions, and allowances at least once every three years, except for households that have exceeded the over-income limit. A household who has exceeded the over-income limit must have a review of their income every 12 months after the initial over-income determination unless their income decreases below the over-income limit.

8.1.2. Elderly/ disabled households whose sole income is comprised of income that only changes with cost-of-living increases will be allowed to participate in triennial re-certifications. Near-Elderly households do not qualify to participate in triennial re-certifications.

8.1.2.1. Elderly/ disabled households with stable income sources that include and are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified once every third year, rather than annually.

8.1.3. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions, and allowances.

8.1.4. To determine the amount of income-based rent, it is necessary for RHA to perform a reexamination of the household's income.

8.1.5. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but RHA decides what other changes must be reported and the procedures for reporting them.

8.1.6. When a household reports changes, completes annual recertification documents, or submits any other required information to the RHA, an electronic submission and/or a signature on a paper document constitutes certification of the accuracy of the information provided.

8.2. ELIGIBILITY FOR CONTINUED OCCUPANCY.

Residents who meet the following criteria will be eligible for continued occupancy:

8.2.1. Qualify as a family as defined in this policy;

8.2.2. Are in full compliance with the obligations and responsibilities described in the dwelling lease;

8.2.3. Whose household members each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

8.2.4. Whose household members have submitted required citizenship/eligible immigration status/non-contending documents;

8.2.5. Whose household members have consented and executed a signed HUD-9886-A form (or

[HUD-approved equivalent\).](#)

8.2.5.1. A family or a household member is able to revoke their consent by providing written notification of the revocation to the RHA, Revoking consent will result in termination of assistance for the household.

~~8.2.5.8.2.6.~~ 8.2.6. Whose income did not meet or exceed 120 % of the area median income (AMI) consecutively during the preceding 24 months.

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8.3. ANNUAL REEXAMINATIONS.

8.3.1. Households will have their income recertified annually or triennially. This recertification will include a re-examination of continued eligibility, household composition and a redetermination of household income, assets and allowances.

8.3.2. Annual Redetermination of Household Income. Three months prior to the end of the tenant's first year of participation, and each year thereafter, staff will redetermine household income, assets and allowances.

8.3.2.1. All such households will receive notification, either electronically or in writing, of their required annual redetermination. This notice will include:

- The date and time of the interview if the household is required to attend in person or the due date that the recertification process is to be completed electronically.
- The documents that must be brought with them to the interview, mailed back or provided electronically by the required deadline.

8.3.2.2. The re-examination interview will be thorough and review each item of information applicable to the household including, but not limited to, household composition, income and asset information, qualification for standard medical deduction and childcare expenses. Staff will give the tenant household an estimate of the tenant rent, subject to verification, and the effective date.

8.3.2.2.1. Staff shall explain household choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is. The household will indicate whether they choose income-based or flat rent by checking the appropriate box on the document, signing the document and returning the document to RHA.

8.3.2.2.2. Upon verification of all applicable information, the Total Tenant Payment and tenant rent will be computed. RHA will notify the tenant in a Notice of Rent Change no later than 30 days before the effective date.

8.3.3. REQUIREMENTS TO ATTEND. All adult household members will be required to attend the recertification interview if required.

8.3.4. FAILURE TO COMPLETE RECERTIFICATION.

8.3.4.1. When a household misses one appointment, the appointment will be rescheduled,

and notice sent to the tenant. The notice will state that failure to appear for the second appointment will result in termination of tenancy. When a household misses the second appointment, a Thirty Day Notice to Vacate will be issued to the tenant.

- 8.3.4.2. If a household fails to complete the electronic certification within 30 days of the first notification, a second notice will be sent to the tenant reminding them to complete the electronic recertification process. The notice will state that failure to complete the recertification process within the next 30 days will result in termination of tenancy for the household. When a household fails to complete the recertification process by the deadline defined in the notice, the RHA will process with termination of tenancy by providing a Thirty Day Notice to Vacate.
- 8.3.5. PERSONS WITH DISABILITIES. Persons with disabilities who are unable to complete the electronic recertification come to RHA's office if required will be granted an accommodation of conducting the interview at the person's home.
- 8.3.6. CHANGES IN THE TENANT RENT. If there is any change in rent, including change in household's choice of rent a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].
- 8.3.6.1. Tenant Rent Increases. If tenant rent changes, a 30-day notice will be mailed or sent electronically to the household prior to the recertification date.
- 8.3.6.1.1. If less than 30 days are remaining before the recertification date, the tenant rent increase will be effective on the first day of the second month following the 30-day notice.
- 8.3.6.1.2. If there has been a misrepresentation or a material omission by the household, or if the household causes a delay in the reexamination processing, there will be a retroactive increase in rent to the recertification date.
- 8.3.6.1.3. If during the annual the household income is equal to or exceeds 120% of AMI, the household will be notified they will be permitted to reside in public housing for a period not to exceed 24 consecutive months, which is considered the grace period. If the family continues to exceed the over-income limit for 24 consecutive months, the RHA will terminate the tenancy of the household by issuing a notice to vacate. The notice will inform the household that they must vacate the unit within 90 days, by submitting a notice to vacate. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate.
- 8.3.6.2. Tenant Rent Decreases. When a household reports a change in writing within the 10 calendar days after the date of the change that would result in a rent decrease, RHA will make the appropriate change to be effective the first day of the month following the date of the change. Verification of the decrease will be requested.
- 8.3.6.2.1. The written report must be received by the RHA within 10 calendar days of the reported change.
- 8.3.6.2.2. When a household does not report the change within 10 calendar days

of the change, the rent decrease will be effective the first day of the month following the date the household reported the change.

- 8.3.6.2.3. Because rent is based on annual income, the decrease must be of at least 10 calendar days duration to substantially alter the annual income and process the decrease.
- 8.3.6.2.4. If the tenant rent decreases and the tenant reported the change within a month prior to the annual recertification date or between the annual recertification date and the effective date of the annual recertification, the change will be treated as an interim. The change will be effective the first of the following month the household reported the change. If necessary, RHA will run another HUD 50058 as an annual recertification.

8.4. TRIENNIAL RE-EXAMINATIONS

- 8.4.1. Elderly/disabled households with stable income sources that are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified every third year, rather than annually. All processes defined in section 8.1 - 8.3 will apply to triennial re-examinations.

8.5. INTERIM REEXAMINATIONS

All participants are required to report any increase or decrease in assets or income, or any change in household composition or circumstances within ten days of the change and are advised of this at the time they sign the lease and again at their annual re-examination. When a household reports a change, the head or co-head will complete an update form in writing or electronically to document the changes that have occurred. The Property Manager may choose to interview the household in person or by telephone to obtain all the information required to process a change. If a family refuses to provide the required data to verify the change, this will be grounds for termination of assistance.

8.5.1. Decrease in Income:

When a household reports a change in writing within the ten days after the date of the change that would result in a rent decrease, RHA will, after proper verification, make the appropriate change to be effective the first day of the month following the date of the change.

- 8.5.1.1. The electronic update or written report must be received by the RHA within ten days of the reported change.
- 8.5.1.2. When a household does not report the change within 10 days of the change, the rent decrease will be effective the first day of the month following the date the household reported the change.
- 8.5.1.3. Because rent is based on annual income, the decrease must be of at least 30 days duration to substantially alter the annual income and process the decrease.
- 8.5.1.4. A resident's monthly rent will not be decreased where a decrease in income is the result of non-compliance with the conditions of housing assistance, or where housing assistance is decreased due to fraud.
- 8.5.1.5. For new participants, a rent decrease, if reported timely, will be processed the first

of the month following 30 days after lease-up.

8.5.2. Increases in Income.

When the household's monthly income increases, a rent increase will not be processed until the next annual reexamination unless:

- There is a change in the family composition,
- The resident is a Workforce Development Program participant with a signed contract of participation, and they request that we process the interim to update the amount being contributed to their escrow account,
- An interim decrease was processed, and the household was not entitled to the decrease because of fraud, misrepresentation, or the loss of income was not for at least 30 days in duration.

8.5.2.1.1. If the change reported increases the household income equal to or exceeding 120% of AMI, the household will be notified they will be permitted to reside in public housing for a period not to exceed 24 consecutive months, which is considered the grace period. If the family continues to exceed the over-income limit for 24 consecutive months, the RHA will terminate the tenancy of the household by issuing a notice to vacate. The notice will inform the household that they must vacate the unit within 90 days, by submitting a notice to vacate. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate.

8.5.3. Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615].

8.5.3.1. RHA will not reduce the household share of rent for households whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of fraud in connection with the welfare program, or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program. However, RHA will reduce the rent if the welfare assistance reduction is a result of a situation where the household has complied with welfare program requirements but cannot or has not obtained employment.

8.5.4. Interim changes may also be initiated by RHA if circumstances warrant such actions. Examples include but are not limited to; addition or removal of a household member, tenant failure to report accurate or complete information, temporary unemployment, unstable or sporadic income.

8.6. **REMOVAL OF HOUSEHOLD MEMBERS**

8.6.1. In the case of removal of the Head of Household, Co-Head or Spouse, or any other adult member, RHA requires a notarized statement from the individual requesting to be removed or the individual may meet with RHA staff with their current photo identification and make a written statement removing themselves from the lease.

8.6.2. Remaining members of tenant household – retention of housing assistance. To be considered

the remaining member of the tenant household, the person must have been previously approved by RHA to be living in the unit. A reduction in household size may require them to transfer to an appropriately sized unit.

8.6.2.1. A live-in attendant, by definition, is not a member of the household and will not be considered a remaining member of the household.

8.6.2.2. In order for a minor child to continue to receive assistance as a remaining household member, the court has to have awarded emancipated minor status to the minor.

8.7. ADDITION OF APPROVED HOUSEHOLD MEMBERS.

All individuals must be approved by RHA prior to moving into an assisted unit. The individuals must meet all program eligibility requirements and supply all required documents before the RHA can approve the addition of a household member. The RHA will not conduct a re-examination to add a household member until all needed documentation and verifications are received. No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.

8.7.1. Approval to add adult household members.

8.7.1.1. For an individual over the age of six claiming to be eligible to receive assistance, the applicant household member must be in compliance with section 4 of this plan.

8.7.1.2. In the case of an adult, the household must state whether they are requesting the individual to be added as the co-head or other adult.

8.7.2. Approval to add minor household members.

8.7.2.1. For an individual under the age of six claiming to be eligible to receive assistance, the household must disclose any social security number issued and has 90 days to provide the verification. If no social security number has been issued, the household has 90 days to disclose a social security number and provide documentation. A 90-day extension can be granted, if the household provides documentation that the delay in providing documentation is caused by factors beyond the household's control, and the household has made every effort to obtain the documentation.

8.7.2.2. In cases of minor children, the household must show documentation that custody has been obtained by someone in the household.

8.7.2.3. In the case of a newborn child, the head of household will submit a completed add-a-member packet within 30 days of the birth of the child. The household will have 90 days from the date of birth to provide RHA with the original Social Security card. If needed, the household may request a 90-day extension before the 90 days has elapsed. The household may be required to provide documentation supporting the need for an extension.

8.7.2.4. For a minor other than a newborn to be added to an assisted household, custody must be established.

8.7.2.4.1. If custody has been awarded by a court proceeding, the court determination must be provided.

- 8.7.2.4.2. If there has been no court determination of custody, a notarized statement from the other parent must be provided along with a self-certification from the assisted household that no court determination exists and who shall have custody of the child(ren).
- In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a household member.
- 8.7.2.4.3. Children of a live-in aide shall not be considered household members unless the head of household has legal custody of the children.
- 8.7.2.5. In the case of an adult, the household must state whether they are requesting the individual to be added as the co-head or other adult.
- 8.7.2.6. No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.
- 8.7.3. Household requests for change in head of household or co-head/spouse will only be processed upon verification of a medical need for the change or a change in household composition. Changes that would cause the household to be deemed an elderly or disabled household will not be processed without a change in household composition.

8.8. REPORTING OF CHANGES IN HOUSEHOLD COMPOSITION.

- 8.8.1. The members of the household residing in the unit must be approved by RHA. The household must inform RHA and request approval of additional household members other than additions due to birth, adoption, and court-awarded custody before the new member occupies the unit.
- 8.8.2. RHA will not approve the addition of household members other than by birth, adoption, marriage, or court-awarded custody where the occupancy standards would require a larger size unit.
- 8.8.3. All changes in household composition must be reported within 10 days of the occurrence in writing.
- 8.8.4. The head of household must provide a statement that the head of household or spouse will notify RHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.
- 8.8.5. Definition of Temporarily / Permanently Absent
- 8.8.5.1. RHA must compute all applicable income of every household member who is on the lease, including those who are temporarily absent.
- 8.8.5.2. It is the responsibility of the head of household to report changes in household composition. RHA will evaluate absences from the unit in accordance with this policy.
- 8.8.6. ABSENCE OF ENTIRE HOUSEHOLD. These policy guidelines address situations when the household is absent from the unit but has not moved out of the unit. In cases where the household has moved out of the unit, RHA will terminate the lease in accordance with

appropriate termination procedures contained in this plan.

- 8.8.6.1. Households are required to both notify RHA before they move out of a unit, and to give RHA information about any household absence from the unit.
- 8.8.6.2. Households must notify RHA if they are going to be absent for more than one calendar week.
- 8.8.6.3. If the entire household is absent from the unit for more than 30 consecutive days without approval by RHA, the unit will be considered to be vacated and the assistance will be terminated.
- 8.8.6.4. HUD regulations require RHA to terminate assistance if the entire household is absent from the unit for a period of more than 180 consecutive calendar days.
- 8.8.6.5. Absence means that no household member is residing in the unit.
- 8.8.6.6. In order to determine if the household is absent from the unit, RHA may:
 - Conduct home visit
 - Write letters to the household at the unit
 - Post letters on exterior door
 - Telephone the household at the unit
 - Interview neighbors
 - Verify if utilities are in service
 - Check with Post Office for forwarding address
 - Contact emergency contact
- 8.8.6.7. A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.
- 8.8.6.8. If the absence which resulted in termination of assistance was due to a person's disability and RHA can verify that the person was unable to notify RHA in accordance with the household's responsibilities, and if funding is available, RHA may reinstate the household as an accommodation if requested by the household.
- 8.8.7. **ABSENCE OF ANY MEMBER.** Any member of the household will be considered permanently absent if s/he is away from the unit for 90 days except as otherwise provided in this policy. It is the responsibility of the head of household to report changes in household composition. RHA will evaluate absences from the unit using this policy.
- 8.8.8. **ABSENCE DUE TO MEDICAL REASONS.** If any household member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, RHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification

indicates that the household member will be permanently confined to a nursing home, the household member will be considered permanently absent. If the verification indicates that the household member will return in less than 90 consecutive days, the household member will not be considered permanently absent.

- 8.8.8.1. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with RHA's "Absence of Entire Household" policy.
- 8.8.9. ABSENCE DUE TO FULL-TIME STUDENT STATUS. Full time students who attend school away from the home will be treated in the following manner:
 - 8.8.9.1. Full time students who attend school away from the home and live with the household during school recess will be considered permanently absent from the household.
- 8.8.10. ABSENCE DUE TO INCARCERATION. If the sole member is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 90 days.
 - 8.8.10.1. RHA will determine if the reason for incarceration is for drug-related or violent criminal activity and if so, RHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.
- 8.8.11. ABSENCE OF CHILDREN DUE TO PLACEMENT IN FOSTER CARE. If the household includes a child or children temporarily absent from the home due to placement in foster care, RHA will determine from the appropriate agency when the child/children will be returned to the home. If any children are removed from the home permanently, the family may be placed on the transfer list in accordance with RHA's occupancy standards.
- 8.8.12. CARETAKER FOR CHILDREN. If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, RHA will treat that adult as a visitor for the first 30 days.
 - 8.8.12.1. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the unit will be transferred to the caretaker.
 - 8.8.12.2. If the appropriate agency cannot confirm the guardianship status of the caretaker, RHA will review the status at 30-day intervals.
 - 8.8.12.3. If the custody or legal guardianship has not been awarded by the court, but the action is in progress, RHA will require verification from social services staff or the attorney as to the status.
 - 8.8.12.3.1. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody has been made.
 - 8.8.12.4. When RHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. RHA will work with the appropriate service agencies to provide a smooth transition in these cases.

- 8.8.12.5. If a member of the household is subject to a court order that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.
- 8.8.13. VISITORS. Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without RHA approval, or a total of 14 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.
- 8.8.13.1. The burden of proof that the individual is a visitor rests on the household. In the absence of such proof, the individual will be considered an unauthorized member of the household and RHA will terminate assistance since prior approval was not requested for the addition.
- Absence of evidence of any other address will be considered verification that the visitor is a member of the household.
 - Statements from neighbors and/or the landlord will be considered in making the determination.
 - Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.
- 8.8.13.2. Minors and college students who were part of the household but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household.
- 8.8.13.3. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a household member.
- 8.8.14. REMAINING MEMBER OF TENANT HOUSEHOLD – RETENTION OF UNIT [24 CFR 982.315]. To be considered the remaining member of the tenant household, the person must have been previously approved by RHA to be living in the unit. A reduction in household size may require a transfer to the appropriately sized size unit.
- 8.8.14.1. A live-in attendant, by definition, is not a member of the household and will not be considered a remaining member of the household.
- 8.8.14.2. In order for a minor child to continue to receive assistance as a remaining household member, the court has to have awarded emancipated minor status to the minor, or RHA has to have verified that social service and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.
- 8.8.15. Continuation of Assistance for “Mixed” Families
- 8.8.15.1. Under the Non-citizens Rule, “Mixed” families are households that include at least one citizen or eligible immigrant and any number of ineligible members.
- 8.8.15.2. “Mixed” families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:
- 8.8.15.2.1. The head of household, co-head or spouse is a U.S. citizen or has

eligible immigrant status; AND

8.8.15.2.2. The household does not include any ineligible immigrants other than head or spouse, or parents or children of the head, co-head or spouse.

8.8.15.3. Mixed families who qualify for continued assistance after November 29, 1996, may receive prorated assistance only.

8.8.15.4. If they do not qualify for continued assistance, the member(s) that cause the household to be ineligible for continued assistance may move, or the household may choose prorated assistance (see chapter titled “Factors Related to Total Tenant Payment Determination”). RHA may no longer offer temporary deferral of termination (See chapter on “Lease Terminations”).

8.9. ~~8.8.16.~~ **DE MINIMIS ERRORS**

Once the RHA becomes aware of the existence of an income calculation error, the error(s) will be corrected retroactive to the effective date of the action resulting in an error regardless of the dollar amount.

8.9.1.1. Undercharged Rent: Families will not be required to repay RHA in instances where RHA miscalculated income resulting in a family being undercharged for rent. Once RHA becomes aware of the error the family will be provided with a 30-day notice of the increase to their rent portion.

8.9.1.2. Overcharged Rent: In instances where RHA miscalculated income resulting in the family be overcharged for rent, including de minimis errors, the RHA will provide an immediate rent credit.

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9. LEASE TERMINATIONS

[24 CFR 966.4]

9.1. OVERVIEW.

RHA may terminate tenancy for a household because of the household's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This chapter describes RHA's policies for notification of lease termination and provisions of the lease.

9.2. TERMINATIONS BY TENANT.

The tenant may terminate the lease by providing RHA with a written 30-day advance notice as defined in the lease agreement.

9.3. TERMINATION BY RHA.

9.3.1. Termination of tenancy will be in accordance with RHA's lease.

9.3.2. The Public Housing lease is automatically renewable, EXCEPT the Public Housing lease shall have a 12-month term and will not be renewed in the case of noncompliance with the Community Service requirements defined in section 13 or when the household has exceeded the over-income limit for 24 consecutive months as defined in this section.

9.3.3. The lease may be terminated by RHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

9.3.3.1. Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;

9.3.3.2. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

9.3.3.3. Failure to execute a signed HUD-9886-A consent form (or HUD-approved equivalent) when a child turns 18 and remains a member of the assisted household, when another adult is added to the household, or as required by the RHA.

9.3.3.3-9.3.3.4. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

9.3.3.4-9.3.3.5. Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;

9.3.3.5-9.3.3.6. Failure to abide by necessary and reasonable rules made by RHA for the benefit and well-being of the housing project and the tenants;

9.3.3.6-9.3.3.7. Failure to abide by applicable building and housing codes materially affecting health or safety;

9.3.3.7-9.3.3.8. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

9.3.3.8-9.3.3.9. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner;

~~9.3.3.9~~9.3.3.10. Failure to maintain utility service in tenant's name for all utilities other than those named in Part II of the RHA lease, and to pay promptly any utility bills for utilities supplied to tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

~~9.3.3.10~~9.3.3.11. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

~~9.3.3.11~~9.3.3.12. Disabling, altering or relocating any smoke detectors;

~~9.3.3.12~~9.3.3.13. Failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment or common areas;

~~9.3.3.13~~9.3.3.14. The tenant, any member of the tenant's household, or a guest shall not engage in criminal activity, including drug-related criminal activity, *on or off* Public Housing premises (as defined in the lease), while the tenant is a tenant in Public Housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substances Act [21 USC 802]);

~~9.3.3.13.1~~9.3.3.14.1. Any other person under the tenant's control shall not engage in such activity on Public Housing premises;

~~9.3.3.14~~9.3.3.15. If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest. RHA will commence to terminate the lease;

~~9.3.3.15~~9.3.3.16. Alcohol abuse that RHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

~~9.3.3.16~~9.3.3.17. Non-compliance with Non-Citizen Rule requirements;

~~9.3.3.17~~9.3.3.18. Failure of a household member to comply with Community Service provisions;

~~9.3.3.18~~9.3.3.19. Discovery, after admission, of facts that made the tenant ineligible;

~~9.3.3.19~~9.3.3.20. Discovery of false material statements or fraud by the tenant in connection with an application for assistance or with reexamination of income; assets, expenses, and family composition.

~~9.3.3.20~~9.3.3.21. Failure to accept RHA's offer of a lease revision to an existing lease that is on a form adopted by RHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the household;

~~9.3.3.21~~9.3.3.22. Other good cause.

9.4. **TERMINATION OF FAMILIES EXCEEDING THE INCOME LIMIT**

- 9.4.1. Families participating in the public housing program must not have incomes that exceed the over-income limit. The over-income limit is determined by multiplying the applicable income limit for a very low-income family as defined in 24 CFR 5.603(b) of this title, by a factor of 2.4. See 24 CFR 960.507(b).
- 9.4.2. If the RHA determines a family has exceeded the over-income limit pursuant to an income examination the RHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice will state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of assistance. The notice will also provide information on how to request a hearing if the family disputes the RHA's calculation that the family has exceeded the over-income limit.
- 9.4.3. The RHA must conduct an income reexamination 12 months after the initial over-income determination, unless the RHA determined the family's income fell below the over-income limit since the initial over-income determination. If the family has continued to exceed the over-income limit for 12 consecutive months, the RHA must provide written notification of the 12-month over-income determination no later than 30 days after the income examination that led to the 12-month over-income determination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of assistance. The notice will also provide an opportunity for a hearing if the family disputes the RHA's determination that the family has exceeded the over-income limit.
- 9.4.4. The RHA must conduct an income reexamination 24 months after the initial over-income determination unless the RHA determined the family's income fell below the over-income limit since the initial over-income determination. If the family has continued to exceed the over-income limit for 24 consecutive months, the RHA must provide written notification of the 24-month over-income determination no later than 30 days after the income examination that led to the 24-month over-income determination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and the household must vacate the unit within 90 days from the date of the written notice. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate. The notice will also provide an opportunity for a hearing if the family disputes the RHA's determination that the family has exceeded the over-income limit.
- 9.4.5. RHA will update the Enterprise Income Verification (EIV) database system with the amount of debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

9.5. **NOTIFICATION REQUIREMENTS.**

- 9.5.1. RHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, the date and time of the informal file review, and it will notify the resident of all of the rights and protections afforded by the regulations and this policy (See Chapter on Complaints and Hearings). If the resident fails to quit the premises within the statutory period, or by the termination date as stated in the notice, whichever is later, appropriate action will be brought against the resident. The resident may be required to pay process server fees, court costs and attorney fees.

- 9.5.2. Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or posted to the front door of tenant's dwelling and sent by mail by certified process server.
- 9.5.3. Disclosure of Criminal Records to Household. Before RHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.
- 9.5.4. Timing of the Notice. If RHA terminates the lease, written notice will be given as follows:
- 9.5.4.1. At least 14 calendar days prior to termination in the case of failure to pay rent.
- 9.5.4.2. Three calendar days according to state law, considering the seriousness of the situation, but not to exceed 30 days:
- 9.5.4.2.1. If the health or safety of other residents, RHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
- 9.5.4.2.2. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
- 9.5.4.2.3. If any member of the household has been convicted of a felony.
- 9.5.4.3. At least 30 days prior to termination in all other cases.
- 9.5.4.4. RHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

9.6. **CRIMINAL ACTIVITY.**

- 9.6.1. HUD Definitions.
- 9.6.1.1. *Covered Person*, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
- 9.6.1.2. *Drug*, means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- 9.6.1.3. *Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.
- 9.6.1.4. *Guest*, for purposes of this chapter and 24 CFR Part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of 24 CFR Part 982 apply to a guest as so defined.
- 9.6.1.5. *Household*, for the purposes of 24 CFR Part 982 and this chapter, means the family

and RHA-approved live-in aide, foster child, or foster adult.

- 9.6.1.6. *Other person under the tenant's control*, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 24 CFR 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under*
- 9.6.1.7. *Violent criminal activity* means any criminal activity that has as one of its elements the use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
- 9.6.2. RHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
- 9.6.3. RHA will terminate assistance of participants in cases where RHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where RHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.
- 9.6.3.1. "Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past ten years by applicants or participants, household members, or guests, which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members or guests.
- 9.6.3.2. "Engaged in or engaging in or recent history of" criminal activity means any act within the past ten years by applicants or participants, household members, or guests, which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of RHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
- 9.6.4. RHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous six months.
- 9.6.5. In evaluating evidence of negative behavior, RHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.
- 9.6.6. RHA has discretion to consider all of the circumstances in each case, including the seriousness of the case and issues of domestic violence, dating violence, sexual assault and stalking.
- 9.6.7. RHA will waive the requirement regarding drug-related criminal activity if the individual

involved in drug-related criminal activity is no longer in the household because the person has died or is imprisoned.

- 9.6.8. RHA may permit continued occupancy provided the household accepts imposed conditions that the involved household member(s) does not reside in the unit. RHA will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, copy of a new lease for the person including the owner's /landlord's telephone number and address, or other substantiating evidence.

9.7. **TERMINATIONS DUE TO INELIGIBLE IMMIGRANT STATUS.**
[24 CFR 5.514]

- 9.7.1. If RHA determines that a household member has knowingly permitted an ineligible individual to reside in the household's unit on a permanent basis, the household's assistance will be terminated.

9.7.1.1. This provision does not apply to a household if the eligibility of the ineligible individual was considered in calculating any pro-ration of assistance provided for the household.

9.8. **TERMINATIONS AS PART OF A RAD CONVERSION.**

- 9.8.1. Public Housing lease terminations that occur as part of a RAD conversion do not qualify as an adverse action and therefore do not warrant a hearing under RHA's grievance policy.

10. HOUSEHOLD DEBTS TO RHA

10.1. OVERVIEW.

This Chapter describes RHA's policies for the recovery of monies that have been underpaid by households. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is RHA's policy to meet the informational needs of households, and to communicate the program rules in order to avoid household debts. Before a debt is assessed against a household, the file must contain documentation to support RHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the household or other interested parties. When households owe money to RHA, RHA will make every effort to collect it. RHA will use a variety of collection tool to collect debts including but not limited to:

10.1.1. Lump sum payments;

10.1.2. Civil suits;

10.1.3. Payment agreements;

10.1.4. Collection agencies.

10.1.5. RHA will update the Enterprise Income Verification (EIV) database system with the amount of debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

10.2. PAYMENT AGREEMENTS.

10.2.1. A Payment Agreement as used in this Plan is a document entered into between RHA and a person who owes a debt to RHA. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to RHA upon default of the agreement.

10.2.1.1. The maximum length of time RHA will enter into a payment agreement with a household is 12 months, unless otherwise approved by the Director of Asset Management, Deputy Executive Director, Executive Director, or their designee.

10.2.1.2. The minimum monthly amount of monthly payment for any payment agreement is \$25.

10.2.1.3. RHA will use a sliding scale system to determine the monthly payment. However, the Total Tenant Payment shall not exceed 40% of Adjusted Gross Income.

10.2.2. Late Payments. A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. ~~If the due date is on a weekend or holiday, the due date will be at the close of the next business day.~~

10.2.2.1. If the household's payment agreement is in arrears, and the household has not contacted or made arrangements with RHA, RHA will require the household to pay the balance in full or terminate the housing assistance. The repayment agreement must be paid in full by the date specified in the agreement.

10.2.2.2. If the household requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be permitted to

move.

10.2.2.3. There are some circumstances in which RHA will not enter into a payment agreement. They are:

10.2.2.3.1. If the household already has a payment agreement in place.

10.2.2.3.2. If RHA determines that the household has committed program fraud.

10.2.2.3.3. If RHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than 12 months to repay.

10.2.3. Guidelines for Payment Agreements

10.2.3.1. Payment agreements will be executed between RHA and the head of household, co-tenant and/or spouse.

10.2.3.2. Monthly payments may be decreased in cases of hardship if approved by the Asset Manager or Director of Asset Management. Households must submit a request and provide verification of the hardship. If approved, the decrease will be no lower than the minimum payment allowed as defined in this section.

10.2.4. Additional Monies Owed. If the household has a payment agreement in place and incurs an additional debt to RHA, RHA will not enter into more than one payment agreement at a time with the same household.

10.3. **DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION.**

10.3.1. Family Error/Late Reporting. Households who owe money to RHA due to the household's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement procedures, incorporated herein by reference.

10.3.2. Program Fraud. Households who owe money to RHA due to program fraud will be required to pay in accordance with the payment agreement procedures for program fraud incorporated herein by reference. HUD's definition of program fraud and abuse is a single act or pattern of actions that: Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in underpaid rent.

10.3.4. Payment Procedures for Program Fraud. Households who commit program fraud or untimely reporting of increases in income will adhere to the RHA Payment Agreement Procedure.

10.4. **WRITING OFF DEBTS.**

10.4.1. Debts will be written off if:

10.4.1.1. The debtor's whereabouts are unknown, and the debt is more than six months old.

10.4.1.2. The debtor is deceased.

10.4.1.3. The debtor is confined to an institution indefinitely.

11. COMPLAINTS, GRIEVANCES AND APPEALS

[24 CFR Part 966 Subpart B]

RHA will operate all Public Housing programs in accordance with federal, state and local laws and regulations and RHA policies. If a tenant believes these laws, regulations or policies have been violated they may make a complaint. RHA will respond promptly to complaints from households, owners, employees and members of the public. All complaints will be documented. RHA may require complaints to be submitted in writing. RHA will investigate all complaints and if appropriate, respond in writing to the complainant. RHA hearing procedures will be provided to households during the lease up process. The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of RHA. This Chapter describes the policies to be used when households disagree with an RHA decision. It is the policy of RHA to ensure that all households have the benefit of all protections due to them under the law.

11.1. OVERVIEW.

Grievances shall be handled in accordance with RHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

11.2. COMPLAINTS.

11.2.1. RHA will respond promptly to all complaints.

11.2.2. Complaints from households. If a household disagrees with an action or inaction of RHA, complaints will be referred to the Asset Manager or Property Manager. Complaints regarding the physical condition of the units may be reported by phone to the Asset Manager or Property Manager. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.3. Complaints from staff. If a staff person reports a household is or has violated a lease provision or is not complying with program rules, the complaint will be referred to the Property Manager of the complex. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.4. Complaints from the general public. Complaints or referrals from persons in the community in regard to RHA or a household will be referred to the Asset Manager or Property Manager. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.5. Anonymous complaints will be checked whenever possible by appropriate RHA staff.

11.3. APPEALS BY APPLICANTS.

11.3.1. Applicants who are determined ineligible, who do not meet RHA's admission standards, or where RHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. This notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time limit for requesting a review.

11.3.2. When denying admission for criminal activity as shown by a criminal record, RHA will provide

the subject of the record with an opportunity to view the criminal record upon which the decision to deny was based.

11.3.3. RHA must provide applicants with the opportunity for an informal file review of decisions denying:

- Listing on RHA's Waiting list
- Issuance of a voucher
- Participation in the program
- Assistance under portability procedures

11.3.4. A request for an informal file review must be received in writing or by telephone by the close of the business day, no later than 10 days from the date of RHA's notification of denial of assistance. The Informal File Review will be scheduled within 10 days from the date the request is received.

11.3.4.1. The Informal File Review will be conducted by the Housing Manager - Admissions Administrator or designated staff.

11.3.4.2. All requests for an informal file review, supporting documentation, and a copy of the final decision will be retained in the household's file.

11.4. **APPEALS BY TENANTS.**

Grievances or appeals concerning the obligations of the tenant or RHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of RHA, which is in effect at the time such grievance or appeal arises. (See RHA's Grievance Procedure contained in this chapter.)

11.5. **HEARING AND APPEAL PROVISIONS FOR 'RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS'.**

11.5.1. Assistance to the household may not be delayed, denied, or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

11.5.2. Assistance to a household may not be terminated or denied while RHA hearing is pending but assistance to an applicant may be delayed pending RHA hearing.

11.5.3. INS Determination of Ineligibility. If a household member claims to be an eligible immigrant and the INS SAVE system and a manual search does not verify the claim, RHA will notify the applicant or tenant within 10 days of their right to appeal to the INS within 30 days or to request an informal hearing with RHA either in lieu of or subsequent to the INS appeal.

11.5.3.1. If the household appeals to the INS, they must give RHA a copy of the appeal and proof of mailing or RHA may proceed to terminate or deny. The time period to request an appeal may be extended by RHA for good cause.

11.5.3.2. The request for an RHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

11.5.3.3. After receipt of a request for an informal hearing, the hearing is conducted as

described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible household members RHA will:

- Deny the applicant household
- Defer termination if the household is a participant and qualifies for deferral
- Terminate the participant if the household does not qualify for deferral

11.5.3.4. If there are eligible members in the household, RHA will offer to prorate assistance or give the household the option to remove the ineligible members.

11.5.3.5. All other complaints related to eligible citizen/immigrant status:

- If any household member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all household members fail to provide acceptable documentation, the household will be denied or terminated for failure to comply.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.
- Households denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

11.6. GRIEVANCE PROCEDURES.

11.6.1. Definitions

11.6.1.1. Grievance. Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or RHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.

11.6.1.2. Complainant. Any tenant whose grievance is presented to RHA or at the site/management office informally or as part of the informal hearing process.

11.6.1.3. Hearing Officer/Hearing Panel. A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

11.6.1.4. Tenant. A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by RHA.

11.6.1.5. Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- Opportunity for the tenant to examine all relevant documents, records, and regulations of RHA prior to the trial for the purpose of preparing a defense;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by RHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- A decision on the merits of the case.

11.6.2. Applicability. This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or RHA employees, or
- Any violent or drug-related criminal activity *on* or *off* such premises, or
- Any criminal activity that resulted in felony conviction of a household member.

11.6.3. Pre-Hearing Procedures

11.6.3.1. Informal File Review Procedures

11.6.3.1.1. In cases where RHA has initiated termination of tenancy, RHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, the date and time of the informal file review, and it will inform the resident of all rights and protections afforded by the regulations and this policy. In cases where the resident has submitted a written grievance, RHA will send a written notice within 10 days scheduling an informal file review.

11.6.3.1.2. The purpose of the informal file review is to discuss and to resolve the termination / grievance without the necessity of an informal hearing. The informal file review will be conducted by the Complex Manager, the Director of Asset Management, or designated staff either in-person, over the phone or by utilizing other forms of technology allowing two-way communication. Households with members with disabilities will be accommodated, based on need and with proper documentation, with respect to the manner in which informal file reviews are conducted.

11.6.3.1.3. Within five working days, a summary of this discussion, based on the discussion at the informal file review, will be given to the complainant by an RHA representative. One copy will be filed in the tenant's file.

11.6.3.1.4. The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific

reasons for the disposition. The summary will also specify the date and time of an informal hearing. An informal hearing will only be necessary if RHA and the tenant cannot resolve the termination / grievance at the informal file review meeting.

- 11.6.3.1.5. If the resident fails to attend or is more than 15 minutes late to the scheduled informal file review without first being granted a continuance, they will be in default and deemed to have consented to the proposed action or termination of assistance.
- 11.6.3.2. The head of household must attend the informal file review.
- 11.6.3.3. If rescheduling of the informal file review is necessary, the informal file review must be rescheduled in advance of the scheduled time.
- 11.6.3.4. RHA will provide reasonable accommodation for persons with disabilities to participate in the informal file review and hearing process. RHA must be notified within a reasonable time frame if special accommodations are required.
- 11.6.3.5. Selection of Hearing Officer. An informal hearing shall be conducted by an impartial person or persons appointed by RHA other than the person who made or approved the RHA action under review, or a subordinate of such person.
- 11.6.4. Procedures to Obtain an Informal Hearing
 - 11.6.4.1. An informal hearing will automatically be scheduled if RHA and the resident cannot resolve the termination / grievance during the informal file review.
- 11.6.5. Informal Hearing Procedures
 - 11.6.5.1. The informal hearing shall be held before a Hearing Officer.
 - 11.6.5.2. The informal hearing will be conducted by RHA staff in the presence of RHA's Hearing Officer, either in-person or remotely utilizing technology allowing for two-way audio and visual communication. Households with members with disabilities will be accommodated, based on need and with proper documentation, with respect to the manner in which informal hearings are conducted.
 - 11.6.5.3. After a hearing is scheduled, the household may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the household.
 - 11.6.5.4. If the household requests copies of documents relevant to the hearing, RHA will make the copies for the household and assess a charge of \$.25 per copy. The request for copies must be submitted to the Property Manager at least 48 hours before the hearing. In no case will the household be allowed to remove the file from RHA's office.
 - 11.6.5.5. The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:
 - 11.6.5.5.1. The opportunity to examine and to copy before the informal hearing,

of the complainant, all documents, records and regulations of RHA that are relevant to the hearing. Any document not so made available after request by the complainant may not be relied upon by RHA at the informal hearing.

- 11.6.5.5.2. RHA shall also have the opportunity to examine and to copy, at the expense of RHA, all documents, records and statements that the family plans to submit during the hearing to refute RHA's inaction or proposed action. Any documents not so made available to RHA may not be relied upon at the informal hearing.
- 11.6.5.5.3. The right to a private informal hearing unless otherwise requested by the complainant.
- 11.6.5.5.4. The right to be represented by counsel or other person chosen as a representative.
- 11.6.5.5.5. The right to present evidence and arguments in support of the complaint, to controvert evidence presented by RHA, and to confront and cross-examine all witnesses upon whose testimony or information RHA relies, limited to the issues for which the complainant has received the opportunity for a formal court hearing; and
- 11.6.5.5.6. The right to a decision based solely and exclusively upon the facts presented at the informal hearing.
- 11.6.5.6. If the Hearing Officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the informal hearing.
- 11.6.5.7. The Hearing Officer may ask the household for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.
 - 11.6.5.7.1. If the family misses an appointment or deadline ordered by the Hearing Officer, the action of RHA will take effect and another hearing will not be granted.
- 11.6.5.8. If the complainant or RHA fail to appear or is more than 15 minutes late to the scheduled informal hearing, the Hearing Officer may:
 - 11.6.5.8.1. Postpone the informal hearing for a period not to exceed five days.
 - 11.6.5.8.2. Make a determination that the party has waived his/her right to an informal hearing.
- 11.6.5.9. Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.
- 11.6.5.10. At the informal hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter RHA must sustain the burden of justifying RHA action or failure to act against which the complaint is directed.

11.6.5.11. The informal hearing shall be conducted by the Hearing Officer as follows: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require RHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the Hearing Officer/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

11.6.6. Decisions of the Hearing Officer

11.6.6.1. RHA will take detailed notes of the proceedings which includes a recording of the hearing. The recording of the Informal Hearing will be held for 60 days from the date the household is notified of the results of the Informal Hearing.

11.6.6.1.1. Upon written request, any interested party may purchase a copy of the transcript or audiotape within 60 days of the hearing date.

11.6.6.2. A notice of the findings will be sent in writing to the participant within 10 days after the informal hearing. It shall include the decision of the Hearing Officer and an explanation of the reason for the decision.

11.6.6.3. The Hearing Officer will determine whether the action, inaction or decision of RHA is legal and in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the household will be based on a preponderance of the evidence presented at the hearing.

11.6.6.4. All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the household's file.

11.6.7. Housing Authority Eviction Actions

11.6.7.1. If a tenant has appeared for their informal hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a RHA notice of termination of tenancy, and the Hearing Officer upholds the RHA action, RHA shall not commence any further eviction action until the decision notice has been mailed or delivered to the tenant.

11.6.7.1.1. In no event shall the eviction process continue prior to the notice containing the decision of the Hearing Officer having been mailed or delivered to the complainant.

11.6.7.1.2. Such notice must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay process server fees, court costs and attorney fees.

12. PET POLICY – ALL PUBLIC HOUSING COMPLEXES

[24 CFR Part 5, Subpart C], [24 CFR Part 960, Subpart G]

This chapter explains RHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for all projects. The rules adopted are reasonably related to the legitimate interest of RHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of RHA. The purpose of this policy is to establish RHA's policy and procedures for ownership of pets in general occupancy units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

12.1. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES.

Pet fees will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- 12.1.1. That there is a person with disabilities in the household;
- 12.1.2. That the animal has been trained to assist with the specified disability;
- 12.1.3. That the animal actually assists the person with the disability.

12.2. MANAGEMENT APPROVAL OF PETS.

- 12.2.1. All pets must be approved by RHA management prior to being brought onto the premises.
- 12.2.2. The pet owner must submit and enter into a Pet Agreement with RHA. This agreement constitutes an addendum to the Dwelling Lease and each resident who signed the lease shall sign the Pet Agreement.
- 12.2.3. Each resident shall be jointly and severally liable for damages to persons or property and all other obligations set forth in the agreement, even if such resident does not own the pet.
- 12.2.4. Approval for owning or keeping a pet in the dwelling unit will be determined without consideration of resident race, sex, age, national origin, religion, or handicap.
- 12.2.5. Upon approval and registration of the pet by RHA, the resident will be supplied with a pet sticker to be placed in the front window of the unit for management and maintenance identification.
- 12.2.6. Registration of Pets. Pets must be registered with RHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s), is not venomous or poisonous, and is pest free.
 - 12.2.6.1. Residents must provide proof the pet is licensed by the city and/or County as required by State law.
 - 12.2.6.2. Residents must provide proof that a dog or cat has been spayed or neutered prior to bringing the animal onto the premises. If an animal is too young to be spayed or neutered, residents must agree to have them neutered when they reach a suitable age. If such animal is not spayed or neutered and has offspring, residents are in violation of these rules.
- 12.2.7. Refusal to Register Pets. RHA may not refuse to register a pet based on the determination that

the pet owner is financially unable to care for the pet. IF RHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements. RHA will refuse to register a pet if:

- 12.2.7.1. The pet is not a *common household pet* as defined in this policy;
- 12.2.7.2. Keeping the pet would violate any House Pet Rules;
- 12.2.7.3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- 12.2.7.4. RHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with the provisions of the lease.
- 12.2.7.5. The notice of refusal may be combined with a notice of a pet violation.
- 12.2.7.6. A resident who cares for another resident's pet must notify RHA and agree to comply with all of the pet rules in writing.

12.3. STANDARDS FOR PETS.

Only pets authorized by RHA are allowed on the premises. No substitutions are allowed. No pet offspring are allowed.

12.3.1. Number. A maximum of two pets are permitted in a unit. A pet is defined as:

- 12.3.1.1. One dog or one cat under 25 pounds at maturity
- 12.3.1.2. One of the following caged animals: hamster, guinea pig, mouse, rat, or rabbit
- 12.3.1.3. And pets contained in the following allowable habitats:
 - 12.3.1.3.1. One aquarium not to exceed 50 gallons capacity, covered and sealed against leakage
 - 12.3.1.3.2. One birdcage not to exceed 4 feet high by 3 feet wide by 2 feet deep with a removable waste tray.

12.3.2. Types of Pets Allowed. No types of pets other than the following may be kept by a resident:

- 12.3.2.1. Dogs
 - 12.3.2.1.1. Maximum adult weight 25 pounds
 - 12.3.2.1.2. Must be housebroken
 - 12.3.2.1.3. Must be spayed or neutered
 - 12.3.2.1.4. Must have and maintain all required inoculations
 - 12.3.2.1.5. Must have and maintain a city and/or County license if required by

State or local law.

12.3.2.1.6. The Reno Housing Authority has sole discretion in determining if a pet is approved to be added to a lease. The following breeds of dogs are not permitted: Pit Bull, Chow, Akita, Rottweiler, German Shepherd, Doberman Pinscher, and any mixed breed which has substantial characteristics of these breeds or has otherwise demonstrated aggressive behavior.

12.3.2.2. Cats

12.3.2.2.1. Maximum adult weight 25 pounds

12.3.2.2.2. Must be spayed or neutered

12.3.2.2.3. Must have and maintain all required inoculations

12.3.2.2.4. Must be trained to use a litter box or other waste receptacle

12.3.2.2.5. Must have and maintain a city and/or County license if required by State or local law

12.3.2.3. Birds

12.3.2.3.1. Must be enclosed in a cage at all times

12.3.2.3.2. Bird cage may be no larger than 4 ft high by 3 ft wide by 2 ft deep and must have a removable waste tray.

12.3.2.3.3. No birds of prey or other dangerous species may be kept.

12.3.2.4. Fish

12.3.2.4.1. Maximum aquarium size 50 gallons

12.3.2.4.2. Aquarium must be covered and sealed against all leakage.

12.3.2.5. Normally Caged Animals

12.3.2.5.1. Types allowed are hamster, guinea pig, mouse, gerbil, rat or rabbit

12.3.2.5.2. Must be confined to a covered and sealed cage at all times.

12.3.2.6. Other animals including but not limited to ferrets, potbelly pigs, farm animals, birds of prey, or any species that is venomous or poisonous are *not* permitted. The Reno Housing Authority has sole discretion in determining if a pet is approved to be added to a lease.

12.4. **PETS TEMPORARILY ON THE PREMISES.**

Pets that are not owned by a tenant or approved by RHA are not allowed on the premises. Persons associated with the household, i.e., guests, can request approval for visitation. Provisions in this Section apply to approved pets while on property.

12.5. **ADDITIONAL FEES AND DEPOSITS FOR PETS.**

Residents shall pay a \$200.00 pet deposit for each pet to cover the cost of potential additional damages due to having a pet in the dwelling unit. This fee shall be in addition to the required security deposit.

12.5.1. All reasonable expenses incurred by RHA as a result of damages directly attributable to the presence of the pet in the dwelling unit, regardless of how long the pet occupied the premises, will be the responsibility of the resident, including:

12.5.1.1. The cost of repairs and replacements to the resident's dwelling unit. This applies to carpets, doors, walls, drapes, windows, screens, furniture, appliances and any other parts of the dwelling unit, landscaping or other improvement on RHA property;

12.5.1.2. Fumigation of the dwelling unit;

12.5.1.3. Damage to common areas of the project.

12.5.2. RHA will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

12.5.3. RHA will return the pet deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

12.5.4. RHA will provide the tenant or tenant's designee with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, RHA will provide a meeting to discuss the charges.

12.5.5. Monthly Pet Fee. Residents shall pay a non-refundable fee of \$10.00 per month for each pet the resident has on the premises in the unit covered by the dwelling lease and the pet agreement. This fee will cover reasonable operating costs and administrative fees of RHA relating to the presence of the pet(s).

12.6. **ALTERATIONS TO UNIT.**

Residents/pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

12.7. **CLEANLINESS REQUIREMENTS.**

12.7.1. Designated Areas. RHA shall designate specific pet exercise and defecation areas. Residents must take their pet to these specific areas for the purpose of exercise and defecation. RHA residents shall not permit their pet to defecate in non-specified areas including dwelling units, patio areas, walkways, stairs, stairwells, parking lots or grassy areas.

12.7.2. Litter Box Requirements. If pet defecation occurs inside the dwelling unit, it must be done in litter boxes with "kitty litter" type mix. All litter from the litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags and placed in a trash bin.

12.7.3. Removal of Waste from other Locations. If pet defecation occurs anywhere else on the owner's property besides a litter box or on any other area of RHA property, residents shall pick up same, place in a sealed plastic bag and dispose of the bag in an authorized trash container. Residents must also comply with local ordinances regarding pet defecation.

12.7.4. Pet Waste Removal Charge. Failure to comply with pet cleanliness rules shall result in a pet waste removal charge of \$25.00 per incident.

12.8. **DISTURBANCES.**

Residents shall take adequate precautions to prevent pets from disturbing neighbors. Said disturbances may include, but are not limited to, noise, odor, waste, etc. This rule applies whether the pet is inside or outside of the resident's unit.

12.8.1. If a resident's pet disturbs the rights, comforts and conveniences of neighbors or other residents, it shall constitute a nuisance, and resident may be required to remove the pet upon receiving written notice from RHA. Failure to comply with this written notice will result in eviction.

12.9. **PET CARE.**

12.9.1. All pets shall remain inside a resident's unit unless they are on a leash or in a transport carrier. When outside the unit, they must be kept under resident's supervision. RHA shall have the right to pick up unleashed pets and/or report them to the proper authorities for pickup.

12.9.2. Pets shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, stairs, stairwells, parking lots, grass areas, or any other part of owner's property.

12.9.3. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Pets must be fed and watered inside the dwelling unit and pet food, or water may not be left outside the dwelling unit at any time.

12.9.4. No pet (excluding fish) shall be left unattended in any unit for a period in excess of 24 hours. If RHA becomes aware that a pet has been unattended for more than the allowed time period, RHA has the right to enter, remove the pet, and transfer it to the proper authority. RHA accepts no responsibility for the pet under such circumstances.

12.10. **UNIT INSPECTION OR WORK ORDER.**

When RHA schedules an inspection or receives or initiates a work order on the pet owner's dwelling unit, the pet owner has two options:

12.10.1. Arrange to be present at all times that management or maintenance personnel are at the residence.

12.10.2. Confine the pet to a suitable kennel/transport carrier during the time the work order is being executed or the inspection conducted.

12.11. **RESPONSIBLE PARTIES.**

The resident/pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

12.12. **PET RULE VIOLATION.**

If any rule or provision of the Pet Agreement is violated by household members or household guests, RHA shall have the right to require removal of the pet, upon providing written notice to resident. Failure to comply with this request could result in eviction.

12.13. **PET REMOVAL.**

12.13.1. Residents agree to immediately and permanently remove the pet from the premises if RHA determines that the pets' conduct or condition constitutes a nuisance or a threat to the health or safety of the other occupants of the community.

12.13.2. If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for over 24 hours.

12.13.2.1. If the responsible party is unwilling or unable to care for the pet, or if RHA after reasonable efforts cannot contact the responsible party, RHA may contact the appropriate State or local agency and request the removal of the pet.

12.13.3. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises and the resident shall be held liable for all damages to persons or property.

12.14. **EMERGENCIES.**

RHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

12.14.1. If it is necessary for RHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

12.15. **CHANGES TO POLICY.**

RHA shall, from time to time, have the right to make reasonable changes and additions to the above pet rules in conformance with the requirements of [24 CFR 942.27].

13. COMMUNITY SERVICE

[24 CFR 960.603-960.611]

The Quality Housing and Work Responsibility Act of 1998 mandates PHAS to require that adults living in public housing comply with community service requirements. On March 29, 2000, the Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Program Final Rule was published in the Federal Register.

13.1. REQUIREMENTS.

Community Service is service for which the individual volunteers. Each non-exempt adult Public Housing resident must contribute eight hours of community service at a non-political and non-profit agency for each month *or* participate in an Economic Self-Sufficiency Program for eight hours in each month or perform eight hours of combined activities (Community Service and Economic Self-Sufficiency Program).

13.2. EXEMPTIONS.

RHA shall provide an exemption from the Community Service Requirement for any individual who:

13.2.1. Is 62 years of age or older;

13.2.2. Is a blind or disabled individual, as defined under section 216(i)(1) or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

13.2.3. Is engaged in a work activity as defined in section 407(d) of the Social Security Act;

13.2.4. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

13.2.5. Is in a household receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program;

13.2.6. Is the only member in the household over the age of 18 and where they are the sole provider of childcare services for minors in the household under the age of 6 that are otherwise unavailable as stated in section 407 (d) of the Social Security Act;

13.2.7. Is a member of a household with more than one person over the age of 18 and is the sole provider of childcare services for minors in the household under the age of 6 that are otherwise unavailable based on the fact one of the other adults is engaged in a work activity as defined by section 407 (d) of the Social Security Act;

13.2.8. Is participating in educational activities as defined in section 407 (d) of the Social Security Act;

13.2.9. Has a change in circumstance where they qualify for a temporary exemption based on a temporary medical condition as verified by the RHA with their healthcare provider;

13.2.10. RHA will re-verify exemption status annually except in the case of an individual who is 62

years of age or older;

13.2.11. RHA will permit residents to change exemption status during the year if status changes.

13.3. **DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM.**

13.3.1. For purposes of satisfying the Community Service Requirement, participating in an Economic Self-Sufficiency Program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted households or to provide work for such households.

13.3.2. These Economic Self-Sufficiency Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

13.3.3. In addition to the HUD definition above, the RHA definition includes:

13.3.3.1. Participating in the traditional Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

13.3.3.2. Participating in the traditional Family Self-Sufficiency Program and attending at least two FSS events annually.

13.3.3.3. Other activities as approved by RHA on a case-by-case basis.

13.3.4. RHA will give residents the greatest choice possible in identifying Community Service opportunities.

13.3.5. RHA will consider a broad range of Self-Sufficiency opportunities.

13.4. **ANNUAL DETERMINATIONS.**

13.4.1. For each Public Housing resident subject to the requirement of Community Service, RHA shall at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the Community Service requirement. Reminder letters will be sent to those residents in non-compliance.

13.4.2. Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

13.4.3. RHA will verify compliance annually. If qualifying activities are administered by an organization other than RHA, RHA will obtain verification of household compliance from such third parties.

13.4.4. At the household's annual recertification appointment, the Asset/Property Manager will address the issue of any member's non-compliance on the Tenant Counseling form. The manager will also inform the household of the non-compliance process.

13.4.5. Household members will not be permitted to self-certify that they have complied with Community Service Requirements.

13.5. **NON-COMPLIANCE.**

13.5.1. If RHA determines that a resident subject to the Community Service Requirement has not complied with the requirement, RHA shall notify the resident of such noncompliance, and that:

13.5.1.1. The determination of noncompliance is subject to the administrative grievance procedure under RHA's Grievance Procedures; and

13.5.1.2. The head of household and the noncompliant adult must sign the agreement to cure.

13.5.1.3. If a household member who has previously been subject to the Community Service Requirement has a change in circumstances where they qualify as exempt, delinquent hours will be removed, and the resident will not be responsible for those hours. This does not apply to household members who are approved for a temporary exemption.

13.5.1.4. RHA may not renew or extend the resident's lease upon expiration of the lease term for noncompliance with the Community Service Requirement RHA shall take such action as is necessary to terminate the tenancy of the household, unless RHA enters into an agreement, before the expiration of the lease term. The agreement will require the resident to cure any noncompliance with the Community Service Requirement, by participating in an Economic Self-Sufficiency Program for or contributing to Community Service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

13.5.2. Ineligibility for Occupancy for Noncompliance. RHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the Community Service Requirement and failed to comply with the Requirement.

13.5.2.1. A household with a non-compliant member shall receive a 30-Day Lease Termination Notice.

13.5.2.2. Should the non-compliant household member fail to cure delinquent hours or vacate the premise by the deadline provided on the 30-Day Lease Termination Notice, Asset/Property Managers will begin eviction proceedings.

13.6. **RHA RESPONSIBILITY.**

13.6.1. RHA will ensure that all Community Service Programs are accessible for persons with disabilities.

13.6.2. RHA will ensure that the conditions under which the work is to be performed are not hazardous, that the work is not labor that would be performed by RHA's employees responsible for essential maintenance and property services, or that the work is not otherwise acceptable.

13.7. **RHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT.**

13.7.1. RHA will administer its own Community Service Program, with cooperative relationships with other entities.

14. WORKFORCE DEVELOPMENT PROGRAM

The Workforce Development program is designed to assist families and youth participating in the Housing Choice Voucher (HCV) and Public Housing (PH) programs in achieving economic self-sufficiency by providing educational and employment support.

14.1. OUTREACH.

- 14.1.1. The Authority will notify and recruit participants from eligible families through its newsletters, resident council meetings, flyers, Housing Choice Voucher (HCV) briefings and referrals from housing authority staff. During their annual reexamination, families will be informed about the program by staff and eligible families will be encouraged to apply. This ensures that both minority and non-minority groups are informed of the program.
- 14.1.2. Workforce Development Coordinators will review various lists (which may include but is not limited to those that are unemployed, those with an earned income of less than \$10,000, or those that are approaching full contract rent) of HCV and PH families periodically to contact and explain the program benefits and encourage them to join the program.
- 14.1.3. Coordinators will distribute occasional newsletters, brochures, or additional marketing material to families informing them of employment and job training opportunities, education, community workshops and supportive services available.

14.2. SELECTION PROCESS.

- 14.2.1. Participants will be solicited from current HCV and PH families.
 - 14.2.1.1. Agency procedures will ensure there is no discrimination with regard to race, color, religion, sex, disability, familial status or national origin.
 - 14.2.1.2. The family must be in good standing with the Authority, meaning they are not in eviction or termination proceedings and are otherwise in compliance with program requirements including any repayment agreements.
 - 14.2.1.3. The family must be interested and have the motivation to participate with the Workforce Development Coordinator to:
 - Attend Workforce Development in-house workshops that will focus on employment goals.
 - 14.2.1.3.1. Attend career fairs and/or conduct job searches.
 - 14.2.1.3.2. Maintain employment.
 - 14.2.1.3.3. Set and attain goals.
 - 14.2.1.3.4. Increase employment skills and/or enroll in higher education classes

14.3. PROGRAMS OFFERED.

- 14.3.1. Workforce Development
- 14.3.2. The Workforce Development Program is designed for HCV and PH adult participants with

clearly defined goals and vision for their path to self-sufficiency. Highly motivated participants with a concise plan to self-sufficiency will be recommended to this program.

14.3.3. Youth Workforce Development – Start Smart

14.3.4. The Youth Workforce Development program is designed to assist HCV and PH youth in establishing short and long term educational and career goals. The Youth Workforce Development Coordinator will assist youth ages 14-18 who are not the head, co-head, or spouse in establishing and achieving goals of higher education, vocational training, military service, employment and more.

14.4. **FAMILY SELF-SUFFICIENCY FUND.**

14.4.1. The Self-Sufficiency Fund is designed to cover specific costs associated with self-sufficiency activities and is used whenever possible to assist program participants in achieving their self-sufficiency goals. Participants in the Workforce Development Programs will have the opportunity to request self-sufficiency funds in order to overcome a specific barrier towards their self-sufficiency. Development participants may be eligible to receive funding from one of three self-sufficiency funds:

- Interim escrow disbursement: a portion of the participants' escrow funds disbursed before completion of the CoP
- RHA hardship disbursement: funding through RHA's MTW WFD activity
- Barrier reduction fund disbursement: funding from forfeited escrow funds

14.4.2. In order to determine if the participant is eligible for the disbursement of Self-Sufficiency Funds, their request will be reviewed by a committee consisting of no less than three housing authority staff members. This committee will take into account a variety of factors consisting of the severity of the participants need, the participants history, and if the funds will further the participants self-sufficiency goals.

14.4.2.1. Self-Sufficiency Funds may be disbursed for the following reasons, but are not limited to:

- Educational Training
- Job Training
- Job Retention Expenses
- Transportation
- Health Services
- Alcohol/Drug Abuse Prevention
- Child Care Expenses
- Individual Development
- Technical Skills Expenses

- ESL Expenses

14.4.3. WFD participants are eligible to receive funds from these three accounts if the funds will be used to help the participant become self-sufficient. Barrier reduction fund requests must directly tie to an ITSP goal (i.e., a computer to complete online courses) and must be approved by the Director of Resident Services. Barrier reduction funds Hardship fund requests may not directly tie to an ITSP goal but shall be used to help a participant overcome a barrier to self-sufficiency. Hardship fund requests must be approved by majority vote through the RHA Hardship Committee, consisting of a minimum of 3 staff members from varying departments.

14.4.4. Self-sufficiency fund disbursements of any kind are limited to once every six months.

14.5. **COMPLETION OF CONTRACT OF PARTICIPATION.**

14.5.1. Completion of the contract occurs when the Authority determines that the family has fulfilled all of its responsibilities under the contract and has gained employment.

14.6. **TERMINATION FROM WORKFORCE DEVELOPMENT PROGRAM.**

14.6.1. A family or participant can be terminated from any Workforce Development Program due to the following:

- Voluntary withdrawal of the family from the Workforce Development Program
- Mutual consent of the parties
- By such other act deemed inconsistent with the goals and purposes of the Workforce Development Program
- By operation of law
- A participant receives non-compliance reports and fails to acknowledge or communicate with Workforce Development Coordinator
- Termination of HCV or Public Housing assistance
- Failure to cooperate with Housing Authority staff

14.6.2. If the participant violates the terms of their dwelling lease, both housing assistance and the Workforce Development contract may be terminated by the Authority. If housing assistance is terminated, the Workforce Development contract is terminated.

14.6.3. Termination of the Workforce Development contract of participation does not automatically terminate the family's housing assistance. WFD households exiting the program due to unsuccessful exit will retain the right to occupancy according to their lease, the ACOP or Rental Assistance Administrative Plan.

14.6.3.1. If the CoP is terminated the participant will forfeit their savings earned during participation. Forfeited escrow monies will be put into an RHA account to be used for the benefit of WFD families. There are a few circumstances in which a termination with escrow disbursement may occur:

- 14.6.3.1.1. RHA and family agree that one or more services/resources are both critical and unavailable.
- 14.6.3.1.2. The Head of FSS family becomes permanently disabled and unable to work after having earned escrow and there is no other household member able or willing to assume to CoP.
- 14.6.3.1.3. The family ports in a situation where they are unable to continue the CoP, but have not yet met the requirements for graduation and RHA determines that there is good cause for termination with escrow disbursement.

14.7. WITHHOLDING OF SUPPORT SERVICES.

- 14.7.1. When a family fails to comply with the requirements of the contract of participation, the Authority will notify the family that they must set up an appointment with the Workforce Development Coordinator within 10 days. They must set up a plan to correct the failure. Proof of compliance or corrective action must be provided in writing by the negotiated deadline or support services may be withheld.

14.8. GRIEVANCE AND HEARING PROCEDURES.

- 14.8.1. There are specific grievance and hearing procedures available to participants. Public Housing participants have a separate hearing procedure adopted by the Board of Commissioners which includes an informal discussion process to resolve problems before a formal hearing is held.

14.9. ASSURANCE OF NON-INTERFERENCE.

- 14.9.1. The Authority certifies that a family's decision to not participate in the Workforce Development Program will not affect its admission into an assisted housing program or right to occupancy in accordance with its lease.

14.10. CERTIFICATION OF COORDINATION.

- 14.10.1. In order to ensure there is no duplication of services and activities, the Authority partners with approximately 78 agencies through the PCC/NET group consisting of agencies that focus on helping clients achieve self-sufficiency. These agencies include the City of Reno, Charles Schwab and Wells Fargo Banks, Job Opportunities of Nevada, Nevada Job Connect, Truckee Meadows Community College (TMCC), TMCC Re-Entry Center, University of Nevada Reno (UNR), Healthy Families, Community Services Agency (CSA), and the Washoe County School District. The PCC/NET group meets quarterly and is divided into sections that have the following focus: family issues, education/employment, housing/finances, and legal services. The Authority certifies that services and activities are coordinated with the PCC/NET agencies.

14.11. WORKFORCE DEVELOPMENT PLAN FOR ESCROW ACCOUNT.

- 14.11.1. Traditional FSS families receiving escrow monies will be grandfathered into the Workforce Development Program. These families will receive the same services as the Traditional FSS Program. The Traditional FSS Program participants will be known as Workforce

Development participants.

- 14.11.2. An escrow account will be established and maintained for each participating family in accordance with federal regulations. An annual escrow account report will be provided to each family.
- 14.11.3. In order to receive the escrow account, the Workforce Development family must be independent of welfare assistance at the time of the end of the contract of participation. In this instance, welfare assistance means income assistance from federal or state welfare programs including TANF, SSI that is subject to an income eligibility test, and general assistance. It does not include transitional Medicaid or childcare for JOBs participants or SSI payments to guardians of disabled children.
- 14.11.4. Funds in the escrow account will be forfeited if any of the following occur:
 - The contract of participation is terminated.
 - The Authority determines that the head of household of the participating family has failed to fulfill the terms of the contract and any extension thereof.
 - Withdrawal of the family from the Workforce Development Program.
 - Mutual consent of the parties.
 - By such other act deemed inconsistent with the purposes of the Workforce Development Program.
 - By operation of law.
 - Termination of HCV or Public Housing assistance.
 - The contract of participation is completed by the family, but they are receiving welfare assistance when the contract expires, including any extension thereof.
- 14.11.5. If a family is interested in funding to supplement the amount in their escrow account for down payment and/or closing cost assistance for homeownership, the Workforce Development Coordinator will assist the family in these efforts by collaborating with the NET/PCC members to determine if funding is available in the community.

15. PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

RHA is committed to assure that the proper level of benefits is paid to all participating households and that housing resources reach only income-eligible households so that program integrity can be maintained.

RHA will take all reasonable steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines RHA's policies for the prevention, detection, and investigation of program abuse and tenant fraud.

15.1. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.

15.1.1. Under no circumstances will RHA undertake an inquiry or an audit of a tenant household arbitrarily. RHA's expectation is that participating households will comply with HUD requirements, provisions of the lease, and other program rules. RHA staff will make every effort (formally and informally) to orient and educate all households in order to avoid unintentional violations. However, RHA has a responsibility to HUD, the community, and eligible households in need of housing assistance to monitor tenants for compliance with their lease obligations and, when indicators of possible abuse come to RHA's attention, to investigate such claims.

15.1.2. RHA will initiate an investigation of a tenant household only in the event of one or more of the following circumstances:

15.1.2.1. *Referrals, Complaints, or Tips.* RHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies, or persons alleging that a household is in noncompliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

15.1.2.2. *Internal File Review.* A follow-up will be made if RHA staff discovers (as a function of a [re]certification, an interim re-determination, or a quality control review) information or facts that conflict with previous file data, RHA's knowledge of the household, or statements made by the household.

15.1.2.3. *Verification or Documentation.* A follow-up will be made if RHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or reports from credit bureaus or other agencies).

15.2. STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD.

15.2.1. The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating households. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant households.

15.2.1.1. Program Orientation Session. Mandatory orientation sessions will be conducted by

the site manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all program orientation sessions, the household representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

- 15.2.1.2. Resident Counseling. RHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
- 15.2.1.3. Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
- 15.2.1.4. Tenant Certification. All household representatives will be required to sign a tenant certification form.
- 15.2.1.5. Asset/Property Managers will review the Enterprise Income Verification (EIV) database at all annual and interim recertifications in order to identify any income discrepancies. Each adult member of the household will also sign HUD's Rental Housing Integrity Improvement Project (RHIIP) form informing members about the EIV database and the consequences of providing false information.

15.3. **STEPS RHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD.**

RHA staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted households.

- 15.3.1. File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each tenant file will be reviewed. At a minimum, such reviews shall examine:
 - 15.3.1.1. Changes in reported Social Security numbers or dates of birth
 - 15.3.1.2. Authenticity of file documents
- 15.3.2. Observation. RHA management and occupancy staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.
- 15.3.3. Public Record Bulletins. These bulletins may be reviewed by management and staff.
- 15.3.4. State Wage Data Record Keepers. Inquiries to state wage and employment record-keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.
- 15.3.5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:
 - 15.3.5.1. When an allegation is received by RHA wherein unreported income sources are disclosed
 - 15.3.5.2. When a tenant's expenditures exceed his/her reported income and no plausible explanation is given.

- 15.3.6. Enterprise Income Verification. RHA will use HUD's Enterprise Income Verification system to review information reported to national databases from the Social Security Administration, state agencies, and employers, against information obtained from the client.

15.4. **RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD.**

- 15.4.1. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.
- 15.4.2. File Review. An internal file review will be conducted to determine whether the subject of the allegation is a tenant of RHA and, if so, whether the information reported has been previously disclosed by the household. RHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.
- 15.4.3. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, an investigation will be initiated to determine if the allegation is true or false.

15.5. **HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD.**

- 15.5.1. If RHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, RHA will secure the written authorization from the program participant for the release of information.
- 15.5.1.1. Credit Bureau Inquiries. In cases involving previously unreported income sources, a Credit Bureau inquiry may be made to determine whether the financial activity of a household conflicts with the household's reported income.
- 15.5.1.2. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
- 15.5.1.3. Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to RHA's review may be interviewed.
- 15.5.1.4. Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.
- 15.5.1.5. Public Records. RHA will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.
- 15.5.1.6. Interviews with Head of Household or Family Members. RHA will discuss the allegation (or details thereof) with the head of household or household members by scheduling appointments at the appropriate RHA office.

15.6. **PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY RHA.**

Documents and other evidence obtained by RHA during the course of an investigation will be considered "work product" and will be kept either in the tenant file or in a separate "work file." In either case, the tenant file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among RHA staff who are involved in the process or have information that may assist in the investigation.

15.7. **CONCLUSION OF RHA'S INVESTIGATIVE REVIEW.**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

15.8. **EVALUATION OF THE FINDINGS.**

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

15.8.1. What type of violation has occurred (procedural noncompliance or fraud)

15.8.2. Whether the violation was intentional or unintentional

15.8.3. What amount of money (if any) is owed by the household

15.8.4. Whether the household is eligible for continued occupancy

15.9. **ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED.**

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

15.9.1. Procedural Noncompliance. This category applies when the tenant "fails to" observe a procedure or requirement of RHA but does not misrepresent a material fact and there is no retroactive rent owed by the household. Examples of noncompliance violations are:

15.9.1.1. Failure to appear at a prescheduled appointment

15.9.1.2. Failure to return verification in the time period specified by RHA

15.9.2. Warning Notice to the Household. In such cases a notice containing the following will be sent to the household:

15.9.2.1. A description of the noncompliance and the procedure, policy, or obligation that was violated

15.9.2.2. The date by which the violation must be corrected, or the procedure complied with

15.9.2.3. The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified by RHA

15.9.2.4. The consequences of repeated (similar) violations

15.10. **PROCEDURAL NONCOMPLIANCE – RETROACTIVE RENT.**

15.10.1. When the tenant owes money to RHA for failure to report changes in income or assets, RHA will issue a notice of underpaid rent. This notice will contain the following:

- 15.10.1.1. A description of the violation and the date(s)
- 15.10.1.2. Any amounts owed to RHA
- 15.10.1.3. The number of days within which a response must be received
- 15.10.1.4. Acknowledgment of the tenant's right to disagree and to request an informal hearing along with instructions for requesting such a hearing
- 15.10.1.5. Household Fails to Comply with RHA's Notice. If the tenant fails to comply with the RHA's notice and a material provision of the lease has been violated, the RHA will initiate termination of tenancy.
- 15.10.1.6. Tenant Complies with RHA's Notice. When a tenant complies with the RHA's notice the staff person responsible will meet with him/her to explain and discuss the obligation or lease provision that was violated. The staff person will complete a tenant counseling report, give one copy to the household, and retain a copy in the tenant file.

15.11. **INTENTIONAL MISREPRESENTATIONS.**

When a tenant falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the tenant, RHA will evaluate whether or not:

- 15.11.1. The tenant had knowledge that his/her actions were wrong (This will be evaluated by determining whether the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing).
- 15.11.2. The tenant willfully violated the lease or the law
- 15.11.3. If the application contains intentional misrepresentations of income, RHA will charge the family all Housing Assistance Payments made on behalf of the family while receiving assistance.

15.12. **WILLFUL INTENT.**

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the tenant of the misrepresentation
- Repetition of the misrepresentation
- Use of a false name or Social Security number
- Admissions of the illegal action or omission by the tenant to others.
- Omission of material facts known to the tenant (e.g., employment of the tenant or other household member)
- Falsification, forgery, or altering of documents
- Uttering and certifying to statements at a rent (re)determination that are later independently verified to be false

15.13. **THE TENANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS.**

15.13.1. When RHA has established that a material misrepresentation has occurred, a tenant will be served with be required to attend a conference.

15.13.1.1. This conference will take place prior to any proposed action by RHA. The purpose of such a conference is to review the information and evidence obtained by RHA with the tenant and to give the tenant an opportunity to explain any document findings that conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by RHA. The tenant will be given a reasonable time (not to exceed five working days) to furnish any mitigating evidence.

15.13.1.2. A secondary purpose of the tenant conference is to assist RHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, RHA will consider:

- The duration of the violation
- The number of false statements
- The tenant's ability to understand the rules
- The tenant's willingness to cooperate and to accept responsibility for his/her actions
- The amount of money involved
- The tenant's history
- The presence or absence of criminal intent

15.14. **DISPOSITIONS OF CASES INVOLVING MISREPRESENTATION.**

In all cases of misrepresentations involving efforts to recover monies owed, RHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- Terminate tenancy and demand restitution in full
- Terminate tenancy and execute an administrative repayment agreement in accordance with RHA's repayment policy
- Terminate tenancy and pursue restitution through civil litigation
- Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with RHA's repayment policy

15.15. **NOTIFICATION TO TENANT OF PROPOSED ACTION.**

RHA will notify the tenant of the proposed action by certified mail no later than 10 days after the date of the tenant conference.

16. PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

16.1. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

- 16.1.1. RHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
- 16.1.2. LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admission and Occupancy Policy, LEP persons are applicants and participants, and parents and family members of applicants and participants.
- 16.1.3. In order to determine the level of access needed by LEP persons, the Housing Authority will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the RHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Housing Authority.

16.2. ORAL INTERPRETATION.

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the Housing Authority will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

OR

- 16.2.1. The Housing Authority will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.
- 16.2.2. Where feasible, RHA will train and hire bilingual staff to be available to act as interpreters and translators. Where feasible and possible, the Housing Authority will encourage the use of qualified community volunteers.
- 16.2.3. Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the RHA. The interpreter may be a family member or friend.

16.3. WRITTEN TRANSLATION.

In order to comply with written translation obligations, the Housing Authority will take the following steps:

- 16.3.1. RHA will provide written translations of vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

16.4. IMPLEMENTATION PROCEDURES.

- 16.4.1. After completing the four-factor analysis the Housing Authority has determined that language

assistance services are needed only for Spanish speaking populations at this time. Written procedures to address the identified needs of the LEP Spanish speaking population will be developed.

- 16.4.2. The following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

17. ENTERPRISE INCOME VERIFICATION (EIV).

The U.S. Department of Housing and Urban Development (HUD) is actively involved in implementing and maintaining Departmental policies and procedures to keep its Systems secure from unauthorized access and inappropriate use. In compliance with various security-related Federal laws and regulations, HUD created rules of behavior for the Enterprise Income Verification (EIV) system. Reno Housing Authority will use the EIV tool to obtain Up-Front Income Verification (UIV) data.

17.1. RESPONSIBILITIES.

HUD as the System Owner is responsible for ensuring that an adequate level of protection is afforded to the EIV system through an appropriate implementation of technical, operational, and managerial security controls. EIV system users are responsible for the protection of passwords, information, equipment, systems, networks, and communication pathways to which they have access. All HUD computer resources including hardware, software, programs, files, paper reports, and data are the sole property of HUD. To meet these responsibilities, RHA staff will do the following:

- 17.1.1. Be assigned specific computers with internet access to Secure Systems.
- 17.1.2. Receive security training prior to accessing the system or reviewing printed material and annually thereafter.
- 17.1.3. Will maintain a log with the signed Acknowledgement of Security Training by a designated Security Administrator.
- 17.1.4. Receive EIV system training if accessing EIV electronically.
- 17.1.5. Designate staff that are to be approved by HUD as User Administrators of HUD's EIV system.

17.2. SECURITY.

- 17.2.1. Only staff with clearance obtained through the User Administrator of each department will be able to access Secure Systems.
- 17.2.2. Users shall be held accountable for their actions while accessing the system.
- 17.2.3. All computer resources are monitored and audited.
- 17.2.4. Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.
- 17.2.5. The User Administrator(s) must certify all of the Authority's EIV users online through HUD's Secure System as required by HUD.

17.3. APPLICATION RULES.

Assigned RHA staff will review the user agreement rules of behavior before entering the EIV website (Web Access Security System (WASS)). A HUD issued user ID and password is to be used solely in connection with the performance of the user's responsibilities and may not be used for personal or private gain.

- 17.3.1. Unauthorized disclosure can result in a felony conviction and a fine of up to \$5,000 and/or imprisonment up to five (5) years, as well as civil penalties.
- 17.3.2. *Unauthorized inspection* of UIV data can result in a misdemeanor penalty of up to \$1,000 and/or one (1) year imprisonment, as well as civil damages.

17.3.3. Users of the system may view the Income Report for the applicable household when a re-examination interview is conducted, or a mail-in reexamination is processed.

17.4. **EIV REPORTS.**

17.4.1. RHA staff will monitor the following reports on a monthly basis:

17.4.1.1. Deceased Tenants Report

17.4.1.2. Identity Verification Report

17.4.1.3. Immigration Report

17.4.1.4. Failed EIV Prescreening Report

17.4.1.5. Failed Verification Report

17.4.1.6. Identity Verification Report

~~17.4.1.3. New Hires Report~~

17.4.2. RHA staff will monitor the following reports on a quarterly basis:

~~17.4.2.1. Income Discrepancy Report~~

17.4.2.1. Multiple Subsidy Report

~~17.4.2.2.~~ 17.4.2.2. New Hires Report

17.4.3. RHA staff will update the Enterprise Income Verification (EIV) database system with the amount of the debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

17.5. **PRINTED DATA SECURITY.**

17.5.1. Assigned staff who view and print EIV Income Reports will ensure the document is properly secured in a locked cabinet within the tenant's paper file or shredded (if applicable) by the end of each day. Assigned staff will also maintain a log of all printed EIV Income Reports that have been shredded.

17.5.1.1. All staff receiving keys to secure resident filing cabinets containing EIV data will sign an acknowledgement of receipt of keys, and a log of staff with keys will be maintained.

17.6. **USE OF EIV.**

17.6.1. RHA staff will use EIV as required by HUD regulations.

17.6.2. When EIV is not available, or if and the family does not disputes the EIV data, or if RHA determines additional information is required, RHA will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, RHA will obtain 46 weeks current, consecutive pay stubs.

17.6.3. The RHA will obtain third-party verifications if it is determined additional information is

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~~required in the following cases:~~

~~17.6.3.1. — EIV data is not available.~~

~~17.6.3.2. — Family disputes the accuracy of EIV data.~~

~~17.6.3.3. — RHA determines additional information is required.~~

17.6.4. ~~A copy of the ICN will be placed in the file for interims when the complete report is not printed.~~ RHA will not use the EIV system during interim reexaminations.

17.7. **RETENTION OF EIV.**

17.7.1. EIV reports printed after June 1, 2010, will be maintained for the duration of tenancy and three years after the end of participation. EIV reports printed prior to June 1, 2010, may have been disposed of prior to the end of tenancy due to HUD guidance that stated reports needed to be shredded within two years of print date.

18. HOTMA

On July 29, 2016, the Housing Opportunity through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937 (1937 Act), including changes to income calculation and certifications. HUD finalized HOTMA rulemaking in 2023 to put Sections 102, 103, and 104 into effect through revisions to HUD's regulations found in 24 CFR Part 5 and 24 CFR Part 891. RHA will implement all provisions of HOTMA in accordance with regulations, and will update the relevant sections of this plan as those changes become effective.

APPENDIX 1 – DEFINITIONS OF TERMS

1. **ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.
2. **ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.
3. **ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.
4. **ADAPTIBILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.
5. **ADMISSION.** Admission to the program is the effective date of the lease. The point at which a household becomes a resident.
- ~~6. **ALLOCATION PLAN.** The plan submitted by RHA and approved by HUD under which RHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families, Disabled Families, or Near-Elderly Families.~~
- ~~6.~~
- ~~7. **ANNUAL INCOME.** Annual income includes all amounts received from all sources by each member of the family who is 18 years of age or older, the head of household, or spouse of the head of household, in addition to unearned income received by or on behalf of each dependent who is under 18 years of age. The anticipated total income before deductions from all sources of (1) head of household and spouse (even if temporarily absent), and (2) each additional member of the household residing in the household anticipated to be received during the 12 months following admission or reexamination of household income exclusive of income which is temporary, non-recurring or sporadic. Annual income shall include that portion of the income of the head of the household or spouse temporarily absent which, in the determination of RHA, is (or should be) available to meet the household's needs.~~
- ~~7.~~
8. **ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.
9. **APPLICANT** means a person or a family that has applied for housing assistance. For the purpose of this document, the term "applicant" includes the head of household, spouse, all dependents, and all other adult members and their dependents.
10. **“AS-PAID” STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.
11. **ASSETS.** (See Net Family Assets)

12. **ASSISTANCE PROGRAM EXCLUSIONS.** Amounts specifically excluded by Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. The following benefits are excluded:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

- National Volunteer Antipoverty Programs such as:
 1. VISTA
 2. Peace Corps
 3. Service Learning Program
 4. Special Volunteer Programs
- Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

- Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)]
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]
- Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624(f)]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act. [29 USC 1552(b)]
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Pub. L. 94-540]
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC 1407-08], or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu]. Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College work-study and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Employment Act of 1965 [42 USC 3056(f)]. Examples include: Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association of National Pro

Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens and Green Thumb.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred in such care) under the Child Care and Development Block Grant Act of 1990. [42 USC 9858q]
- Earned income tax credit refund payments received on or after January 1, 1991.
- Living allowances under AmeriCorps Program (Nelson Diaz memo to George Latimer November 15, 1994).

13. **AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.
14. **CITIZEN.** A citizen or national of the United States.
15. **CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A Co-head never qualifies as a dependent.
16. **COVERED FAMILIES.** The statutory term “covered families” designates the universe of families who are required to participate in a welfare agency Economic Self-Sufficiency Program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. “Covered families” means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State or local law requires that a member of the family must participate in an Economic Self-Sufficiency Program as a condition for the assistance.
17. **DAY LABORER.** A day laborer is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. Income earned as a day laborer is not considered nonrecurring income.
- ~~17.~~18. **DEPENDENT.** A member of the family (excluding foster children of foster adults) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.
- ~~18.~~19. **DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and/or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family not reimbursed by an outside source.
- ~~19.~~20. **DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
- ~~20.~~21. **DISABLED PERSON.** See Person with Disabilities
- ~~21.~~22. **DISALLOWANCE.** Exclusion from annual income.
- ~~22.~~23. **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

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a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

23-24. **DRUG-RELATED CRIMINAL ACTIVITY.** This term means drug trafficking; or illegal use or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).

24-25. **DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).

25-26. **ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic Self-Sufficiency Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment). Economic Self-Sufficiency Program includes any work activities as defined in the Social Security Act [42 U.S.C. 607(d)]. See the definition of work activities at Sec. 5.603(c). The new definition of the term “Economic Self-Sufficiency Program” is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for Public Housing residents to participate in an Economic Self-Sufficiency Program or other eligible activities.

26-27. **ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

27-28. **ELDERLY PERSON.** A person who is at least 62 years old.

28-29. **ELIGIBLE FAMILY (FAMILY).** A family is defined by RHA in this Admission and Continued Occupancy Plan in the Definitions of Terms, item 36.

29-30. **ELIGIBLE IMMIGRANT STATUS.** 24 CFR 200.182 Effective June 19, 1995, general provisions.

(a) Restrictions on assistance. Financial assistance under the programs covered by this WP is restricted to:

(1) Citizens; or

(2) Non-citizens who have eligible immigration status in one of the following categories:

- (i) A non-citizen lawfully admitted for permanent residence, as defined by section 101(a)(30) of the Immigration and Nationality Act (INA)(8 U.S.C. 1101 (a)(20) and 1101 (a)(15), respectively) (immigrants). (This category includes a non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) who has been granted lawful temporary resident status);
- (ii) A non- citizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States 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 United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the grant of asylum (which

has not been terminated) under section 208 of the INA (8 U.S.C. 1153 (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 United States as a result of an exercise of discretion by the Attorney General for emergent reasons deemed strictly in the public interest under section 212 (d)(5) (parole status);
- (v) A non- citizen who is lawfully present in the United States 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); or
- (vi) A non- citizen lawfully admitted for temporary or permanent residence under section 245 A of
- (vii) the INA (8 U.S.C. 1255(a) amnesty granted under INA 245 A).

(b) Family eligibility for assistance.

- (1) A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, as described in paragraph (a) of this section;
- (2) Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance provided in 24 CFR 200.187. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance as provided in 24 CFR 200.187.

~~30.31.~~ **EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

~~31.32.~~ **EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

~~32.33.~~ **EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

~~33.34.~~ **EXCESSIVE RENT.** A family paying more than 40% of income for rent and utilities at the time of certification or verification by RHA. An applicant may not qualify for this preference if they are paying more than 50% of income for rent and utilities because the applicants assistance under the United State Housing Act of 1937 or Section 101 of the Housing and Urban Development Act of 1965 has been terminated as a result of the applicant's failure to comply with program policies and procedures with respect to occupancy of under-occupied and overcrowded units.

~~34.35.~~ **EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. See Appendix I for current limits.

FAMILY (HOUSEHOLD) "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be a:

- ~~an~~ elderly person,
- ~~a~~ displaced person,

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- disabled person,
- near-elderly person,
- otherwise, eligible youth who has attained at least 18 years of age and not more than 24 years of age;
 - has left foster care, or will leave foster care within 90 days, in accordance with a transition plan that complies with the requirements of the Social Security Act; and
 - is homeless or at risk of becoming homeless at age 16 or older.
- ~~(1)~~• or any other single person; or

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- (2) A group of persons residing together, and such group includes, but is not limited to:
- (3) Households with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family).
- (4) An elderly family;
- (5) A near-elderly family;
- (6) A displaced family;
- (7) A disabled family;
- (8) The remaining member of a tenant family; and
- (9) A minor who has been awarded a decree of emancipation by a competent court having jurisdiction over said minor.

Also included in the Family may be:

- Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. (There will be a self-certification required of households who claim joint custody or temporary guardianship.)
- Other persons who will live regularly as part of the Family group, including foster children and members of the Family temporarily absent, and whose income and resources are available for use in meeting the living expenses of the group.
- Lodgers may not be included in the Family.

The terms displaced person, elderly person, near-elderly person, and person with disabilities are defined at paragraph 3 of section 3(b) of the 1937 Act (42 U.S.C. 1437a(b)(3). [24 CFR 5.403 (a)]

35-36. **FAMILY OF VETERAN OR SERVICEMAN.** A family qualifies when:

- a. Veteran or serviceman (1) is either the head of the household or is related to the head of the household; or (2) is deceased and was the head of the household (provided the spouse has not remarried, or (3) is deceased and was related to the head of the household, and was a family member at the time of death.
- b. The veteran or serviceman, unless deceased, is living with the family or is only temporarily absent unless he was (1) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support he is legally responsible and the spouse has not remarried; or (2) not the head of the household, but is permanently hospitalized; provided; that he was a family member at the time of hospitalization and there remain in the family at least two related persons.

36-37. **FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by RHA

to promote self-sufficiency of assisted families, including the provision of supportive services.

37.38. **FLAT RENT.** Rent for a Public Housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which RHA could lease the Public Housing unit.

39. **FOSTER ADULT.** A foster adult is defined as a member of the household (but not a family member) who is 18 years or older and meets the definition of a foster adult under state law.

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40. **FOSTER CHILD.** A foster child is defined as a member of the household (but not a family member) who meets the definition of a foster child under state law.

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38.41. **FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State to administer payments for the care of foster children.

39.42. **FULL-TIME STUDENT.** A person who is attending high school or is enrolled in an institution of higher education i.e. university, community college, trade school, etc., and completing at least 12 credit hours per semester.

40.43. **HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

41.44. **HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

42.45. **HATE CRIME.** 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, national origin, handicap, or familial status.

43.46. **HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

44.47. **HOMELESS FAMILIES.** Applicants who are homeless families are considered to be living in substandard housing. Homeless families include any individual or family who lacks a fixed, regular, and adequate nighttime residence or has a primary nighttime residence that is a supervised shelter designed to provide temporary living accommodation, congregate shelters, and transitional housing for the mentally ill. Homeless families do not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or Nevada State law.

45.48. **HOUSING AGENCY.** A state, county, municipality or other governmental entity or public body authorized to administer the program.

46.49. **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

47.50. **HOUSING ASSISTANCE PLAN.** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting

the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

~~48-51.~~ **HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

~~49-52.~~ **HUD.** The Department of Housing and Urban Development or its designee.

~~50-53.~~ **HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

~~51-54.~~ **HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

~~52-55.~~ **IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

~~53-56.~~ **IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$50,000 (or the amount published by HUD as adjusted for inflation).

~~54-57.~~ **IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in the family annual income and, therefore, reflected in the family rental contribution based on this income.

~~55-58.~~ **INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

~~56-59.~~ **INCOME-BASED RENT.** The tenant rent paid to RHA that is based on family income and RHA rental policies. RHA uses a percentage of family income or some other reasonable system to set income-based rents. RHA has broad flexibility in deciding how to set income-based rents for its tenants. However, the income-based rent plus RHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

~~57-60.~~ **INCOME FOR ELIGIBILITY.** Annual Income.

~~58-61.~~ **INCOME TARGETING.** The HUD admissions requirement that PHA's not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

~~62.~~ **INDEPENDENT CONTRACTOR.** An independent contractor is an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. Income earned as an independent contractor is not considered nonrecurring income.

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~~59-63.~~ **INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

~~60-64.~~ **INS.** The U.S. Immigration and Naturalization Service.

~~61-65.~~ **INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

~~62.66.~~ **LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

~~63.67.~~ **LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

~~64.68.~~ **LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who; (a) is determined to be essential to the care and well-being of the person, (b) is not obligated for the support of the person, and (c) would not be living in the unit except to provide necessary supportive services.

~~65.69.~~ **LOCAL PREFERENCE.** A preference used by RHA to select among applicant families without regard to their date and time of application.

~~66.70.~~ **LOW INCOME FAMILY.** A family whose total family income does not exceed 80 percent of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families. See Appendix 2 for current limits.

~~67.71.~~ **MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent that is rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

~~68.~~ **MEDICAL EXPENSES.** ~~Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly/ disabled Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.~~

~~69.72.~~ **MILITARY OR NAVAL SERVICE OF THE UNITED STATES.** Only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, or any other organization not actually part of the Military or Naval Service of the United States.

~~70.73.~~ **MINIMUM RENT.** Minimum rent is \$100. This includes the combined amount (TTP) a household pays towards rent and/or utilities.

RHA will grant an exemption from payment of the minimum rent if the family is unable to pay that rent as a result of one of the following financial hardships: (1) the family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program; (2) the family would be evicted as a result of the imposition of the minimum rent requirement; (3) the income of the family has decreased because of changed circumstance, including the loss of employment; or (4) a death in the family has occurred. An exemption is not provided if the hardship is temporary. The family must request an exemption. During the 90 days after the exemption request, the family must demonstrate that the financial hardship is of a long-term basis, and RHA - cannot evict the family for nonpayment of any amount of minimum rent, in excess of tenant rent otherwise payable, on the basis of hardship. If the family demonstrates that the financial hardship is of a long-term basis, RHA shall retroactively exempt the family from the minimum rent requirement for the 90-day period. [24 CFR 5.616]

~~71.74.~~ **MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

~~72.75.~~ **MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

- ~~73~~.76. **MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.
- ~~74~~.77. **MONTHLY INCOME.** 1/12 of the Annual Income before Allowances.
- ~~75~~.78. **NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
- ~~76~~.79. **NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 55, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.
- ~~77~~.80. **NEAR-ELDERLY PERSON.** A person who is at least 55, but less than 62 years of age.
- ~~78~~.81. **NET FAMILY ASSETS.** The net cash value of equity in savings, checking, real property, stocks, bonds and other forms of capital investment. The value of any retirement plan recognized by the IRS, educational savings accounts, necessary items of personal property (such as furniture and automobiles), and non-necessary personal property with a combined value less than \$50,000 (or the amount published by HUD as adjusted for inflation) is excluded from this definition.
- ~~79~~.82. **NONCITIZEN.** A person who is neither a citizen nor national of the United States.
- ~~80~~.83. **NON-IMMIGRANT STUDENT ALIEN.** An alien having a residence in a country which he/she has no intention of abandoning, who is a bona fide student qualified to pursue a full course of study and who is admitted to the United States as a non-immigrant alien as defined in Section 101 (a)(15)(F)(i) of the Immigration and Nationality Act 18 U.S.C. 1101 (a)(15)(F)(i) temporarily and solely for the purpose of pursuing such full course of study at an established institution of learning or other recognized place of study in the United States. Non-immigrant alien spouse and minor children of such student if accompanying him/her or following to join him/her.
- ~~81~~.84. **OCCUPANCY STANDARDS.** [Now referred to as Subsidy Standards] Standards established by RHA to determine the appropriate number of bedrooms for families of different sizes and compositions.
- ~~82~~.85. **OPEN ENROLLMENT.** Open Enrollment Period(s) of time are when the receipt of initial applications is permitted. Open enrollment period(s) will be announced after a determination by the Executive Director that the number and type of applications on file are insufficient to fill the vacancies anticipated within the next 12 month period.
- ~~83~~.86. **OVER-INCOME FAMILY.** A family whose income exceeds the over-income limit.
- ~~84~~.87. **OVER-INCOME LIMIT.** The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b) of this title, by a factor of 2.4. § 960.507(b).
- ~~85~~.88. **PARTICIPANT.** A family that has been admitted to the RHA program and is currently assisted in the program.
- ~~86~~.89. **PERSON WITH DISABILITIES.** (1) A person who has a disability, as defined in 42 U.S.C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions; (2) A person who has a developmental disability as defined in 42 U.S.C. 6001; (3) An “individual with handicaps” as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities; (4) Does not exclude persons who have AIDS or conditions arising from AIDS;

(5) Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes).

~~87.90.~~ **PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

~~88.91.~~ **PREVIOUSLY UNEMPLOYED.** Includes a person who has earned in the 12 months previous to employment no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

~~89.92.~~ **PROJECT BASED VOUCHER (PBV) MOBILITY PROGRAM:** Up to 50 single-family homes, apartments, condos, or duplexes in designated NSP2 low-poverty target areas will be provided by RHA. With HUD approval, each will be assigned a Project Based Voucher (PBV) and designated for the Mobility Program for Public Housing families with children. Public Housing families with children who meet the eligibility criteria will be given preference for the properties. The selections will be made in a series of drawings by lottery. Those selected will move out of Public Housing and into RHA's Rental Assistance Program at one of the properties with a PBV.

~~90.93.~~ **PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state or local governments.

~~91.94.~~ **PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA).

~~92.95.~~ **QUALIFIED FAMILY.** A family residing in Public Housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by RHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits and services such as one-time payments, wage subsidies and transportation assistance, as long as the total amount over a 6-month period is at least \$500.

~~93.96.~~ **QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

~~94.97.~~ **RECERTIFICATIONS.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

~~95.98.~~ **REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

~~96.99.~~ **RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified geographic area.

~~97.100.~~ **RESPONSIBLE ENTITY.** For the Public Housing, Section 8 tenant-based assistance, project-based certificate assistance and Moderate Rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity

means the Section 8 owner.

101. SEASONAL WORKER. A seasonal worker is defined as an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Income earned as a seasonal worker is not considered nonrecurring income.

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98.102. SECRETARY. The Secretary of Housing and Urban Development.

99.103. SECTION 214. Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

100.104. SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

101.105. SERVICEPERSON. A person (man or woman) in the active military or naval service (including the reserve) of the United States.

102.106. SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly or displaced, or the remaining member of a tenant family.

103.107. SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

104.108. SPOUSE. The marriage partner of the head of the household.

105.109. SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of; (1) Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or (2) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or (3) Direct loans pursuant to Section 202 of the Housing Act of 1959; or (4) Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974; or (5) Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; or (6) A Public Housing Project.

106.110. SUBSIDY STANDARDS. Standards established by RHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

107.111. SUBSTANDARD DWELLING. A dwelling which is unsafe, unsanitary or overcrowded due to the existence of one or more of the following conditions:

- Location. The location of the dwelling is such that it creates a health, fire, or safety hazard for the occupants.
- Conditions of Structure. The condition of the structure is such as to create serious safety or health

hazards by reason of vermin infestation or structural deficiencies or of continuous dampness or exposure, brought about by neglect or dilapidation.

- Water Supply. Lack of potable running water within the dwelling unit.
- Sewage System. No connection between plumbing fixtures and adequate sewage disposal system.
- Toilet Facilities. No flush toilet in the dwelling unit, or if present, unfit for use.
- Bath Facilities. No bathtub or shower in the dwelling unit, or if present, unfit for use.
- Kitchen facilities. Lack of permanent, safe and reasonable efficient kitchen facilities within the dwelling unit, including sink with running water and provisions for a cooking stove.
- Lighting Facilities. Dwelling not wired or inadequately wired for electric lighting.
- Heating Facilities. Heating facilities inadequate or unsafe.
- Light and Ventilation. Living room, bedroom or kitchen with no windows, or with windows opening on an air shaft; or toilet or bathroom without adequate ventilation.
- Overcrowded. The number of persons occupying a dwelling unit exceeds the maximum occupancy standards (see paragraph 3.1), or when two or more families are occupying a dwelling unit for single-family occupancy.

~~108.112.~~ **TENANT** (synonymous with resident). The person or persons who execute the lease as lessee of the dwelling unit.

~~109.113.~~ **TENANT RENT**. The amount payable monthly by the family as rent to RHA.

~~110.114.~~ **TOTAL TENANT PAYMENT**. The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

~~115.~~ **UNIT/HOUSING UNIT**. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

~~116.~~ **UNREIMBURSED HEALTH AND MEDICAL CARE EXPENSES**. Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. Health and medical care expenses include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. (Only Elderly/Disabled Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

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~~112.117.~~ **UTILITIES**. Include water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage. Telephone service is not included as a utility.

~~113.118.~~ **UTILITY ALLOWANCE**. RHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by RHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment, will be subtracted from the gross rent. In cases where the utility allowance is greater than the minimum rent, the

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adjusted rent will be zero.

~~114.~~119. **VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (term no longer used)

~~115.~~120. **VERY LOW-INCOME FAMILY.** A Low-Income family is a family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

~~116.~~121. **VETERAN.** A person (man or woman) who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

~~117.~~122. **VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (VAWA).** The Violence against Women Act was first authorized in 1994. On January 5, 2006, President George W. Bush signed into law the Reauthorization Act. Public Law 109-162 deals with domestic violence, dating violence, sexual assault, and stalking. It specifies the forms of acceptable certification a victim must provide to the RHA to be eligible for the provisions under this law. Sections 603 and 606 of Title VI of the VAWA are applicable to federally assisted housing.

~~118.~~123. **VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

~~119.~~124. **WAITING LIST.** A list of families organized according to HUD regulations and RHA policy that are waiting for subsidy to become available.

~~120.~~125. **WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. "Welfare assistance" means income assistance from Federal or state welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps, emergency rental and utilities assistance, and SSI, SSDI and Social Security.

APPENDIX 2 – INCOME LIMITS

Fiscal Year 2024 – Income Limits

# Persons in Household	30% Extremely Low	50% Very Low	80% Low
1	\$ 21,250	\$ 35,450	\$ 56,700
2	\$ 24,300	\$ 40,500	\$ 64,800
3	\$ 27,350	\$ 45,550	\$ 72,900
4	\$ 31,200	\$ 50,600	\$ 80,950
5	\$ 36,580	\$ 54,650	\$ 87,450
6	\$ 41,960	\$ 58,700	\$ 93,950
7	\$ 47,340	\$ 62,750	\$ 100,400
8	\$ 52,720	\$ 66,800	\$ 106,900

APPENDIX 3 – FLAT RENTS

RHA Public Housing Flat Rent Schedule - Effective 01/01/2025

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Mineral Manor		\$ 1,096	\$ 1,378	\$ 1,907	\$ 2,230
Tom Sawyer Village	\$ 945	\$ 1,096	\$ 1,378		
Stead Manor			\$ 1,378	\$ 1,907	
Essex Manor			\$ 1,378	\$ 1,907	
Myra Birch Manor			\$ 1,378		
McGraw Court		\$ 1,096			

APPENDIX 4 – UTILITY ALLOWANCE SCHEDULE

RHA Public Housing Utility Allowance Schedule - Effective 01/01/2025

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Mineral Manor		\$ 86	\$ 96	\$ 105	\$ 119
Tom Sawyer Village	\$ 62	\$ 65	\$ 70		
With 1 Security Light	\$ 66	\$ 70	\$ 75		
With 2 Security Lights	\$ 71	\$ 74	\$ 79		
Stead Manor			\$ 70	\$ 74	
Essex Manor			\$ 101	\$ 115	
Myra Birch Manor			\$ 99		
McGraw Court		\$ 62			

APPENDIX 5 - SIMPLIFIED MEDICAL DEDUCTION SCHEDULE

Effective for annuals and new move-ins on or after 01/01/2025

Gross Annual Income Range	Annual Medical Deduction
\$1 - \$14,819	\$0
\$14,820 - \$19,919	\$1,700
\$19,920 +	\$2,915

