

POLICY GOVERNING  
**ADMISSION TO AND CONTINUED OCCUPANCY OF**  
 PUBLIC HOUSING UNITS

HOUSING AUTHORITY OF THE CITY OF RENO  
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## CHAPTER 1: INTRODUCTION

### 1.1. OVERVIEW OF THE PROGRAM

The United States Housing Act of 1937 (“the Act”) established the federal housing program known as Low Income Public Housing (LIPH). Passage of the Act created the nation’s public housing system to construct and manage housing units for those of low and moderate income. The goal was to address the housing shortage during the Great Depression, create jobs, and improve unsafe living conditions through locally run public housing agencies. As a result, the Housing Authority of the City of Reno (“RHA”) was founded in October 1943 and appointed as the Public Housing Authority (PHA) for the City of Reno, the City of Sparks, and Washoe County.

The mission of RHA is to provide fair, sustainable, quality housing that offers a stable foundation for low-income families to pursue economic opportunities, become self-sufficient, and improve their quality of life. RHA receives an operating subsidy for Public Housing (PH) from the U.S. Department of Housing and Urban Development (HUD) to provide participating families with a choice of housing opportunities at PH complexes located within Reno and Sparks. Once housed, RHA assists these families by subsidizing a portion of their rent payments. The actual number of families RHA can assist under its housing programs is determined by the amount of funding available through local, state, and federal resources.

### 1.2. MOVING TO WORK DEMONSTRATION

The Moving to Work (MTW) Demonstration is authorized under Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134). RHA was designated as an MTW Demonstration PHA following the execution of its MTW agreement with HUD on June 27, 2013. This agreement defines the areas and parameters of RHA’s flexibility under the demonstration. It also governs and supersedes, when appropriate, applicable federal laws, rules, regulations, contracts, and agreements that have, or will be, waived and/or modified by the MTW agreement and any subsequent amendments. Participation in MTW allows RHA to design and test locally driven approaches to providing and administering housing assistance that reduces cost and achieves greater cost effectiveness in federal expenditures; provides incentives to families with children whose heads of household are either working, seeking work, or participating in job training, educational, or other programs that assist in obtaining employment and becoming economically self-sufficient; and increases housing choice for low-income families.

Pursuant to its MTW authority, RHA is exempt from many of the federal regulation requirements and provisions of the Act. This allows RHA to implement innovative methods of providing housing and delivering services to low-income families. Among its authorized activities, RHA may adopt and implement reasonable policies for admission and occupancy, eligibility, selection and assignment, changes in income, recertifications, establishing rents, and other specific criteria. Policies implemented by RHA pursuant to its

MTW authority are written into the Admission and Continued Occupancy Policy (ACOP), allowed for in RHA's executed MTW agreement, and outlined in RHA's Annual MTW Plan(s) approved by HUD.

**1.3. PURPOSE OF THE ACOP**

The purpose of the ACOP is to establish a written statement of policies for implementing the PH program in a manner consistent with federal laws and regulations, HUD requirements, and RHA's MTW agreement. The ACOP contains policies that support the local goals and objectives contained in RHA's MTW Plan(s). RHA has written these policies to ensure compliance with the Annual Contributions Contract (ACC) and all HUD-approved applications for program funding. Any issues concerning PH not addressed in the ACOP are governed by federal regulations, HUD handbooks and guidebooks, federal notices, and applicable federal, state, and local housing laws. Administration of the PH program by RHA will comply with the Equal Housing Opportunity Plan (EHOP), Fair Housing, and all changes in HUD regulations unless specifically exempted by RHA's MTW agreement and outlined in a HUD approved MTW Annual Plan. This policy document is a requirement of HUD and as such will be available for public review. [24 CFR Part 903]

**1.4. UPDATING AND REVISING THE ACOP**

RHA will review and update the ACOP at least annually to reflect changes in regulation, MTW initiatives, or as needed to ensure staff consistency in RHA operations. Any substantive or discretionary changes or revisions must be approved by RHA's Board of Commissioners unless previously approved in an MTW Plan.

RHA, from time to time, may make non-substantive changes and edits to the ACOP to clarify policy language, address inconsistencies, and simplify language. These changes and any updates necessary to comply with mandatory, non-discretionary changes in the regulations and/or HUD requirements may be made without Board approval.

## CHAPTER 2: FAIR HOUSING AND EQUAL OPPORTUNITY

### 2.1. NONDISCRIMINATION

RHA is committed to nondiscrimination in housing. It is the policy of RHA to comply with all nondiscrimination laws, rules, ordinances, and regulations set forth by local, state, and federal governments. Applicable Fair Housing and Equal Opportunity laws provide that no person shall be discriminated against on the basis of race, color, sex, religion, familial status, age, disability or national origin. [24 CFR Part 1, Part 100, and § 5.105]

RHA complies with the rules and regulations governing Fair Housing and Equal Opportunity (FHEO) in housing and employment and with all nondiscrimination laws including:

- Title VI of the Civil Rights Act of 1964.
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988).
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973.
- Age Discrimination Act (ADA) of 1975.
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern).
- Violence Against Women Reauthorization Act (VAWA).
- Equal access to housing in HUD programs. [24 CFR § 5.105(2)]

2.1.1. Discrimination complaints. If an applicant or participant believes that they themselves, or any family member, have been discriminated against, the family should advise RHA. After receiving notification, RHA will attempt to remedy any discrimination complaint made against RHA. The complainant will be provided with information on how to complete and submit a discrimination complaint to HUD's FHEO office.

### 2.2. REASONABLE ACCOMMODATIONS

RHA is committed to ensuring that its policies do not deny individuals with disabilities the opportunity to participate in, or benefit from, the operations of its programs, services, and activities. As such, a person with a disability may require special accommodations to have equal access to the programs. [24 CFR Part 8]

2.2.1. Definition of disability.

- 2.2.1.1. 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.”
- 2.2.1.2. The phrase “physical or mental impairment” includes:
- a. 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.
  - b. Any mental or psychological disorder, such as intellectual disabilities, 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.
- 2.2.1.3. “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.
- 2.2.1.4. “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- 2.2.1.5. “Is regarded as having an impairment” means:
- a. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation,
  - b. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment, or

- c. Has none of the impairments defined in Section 2.2.1.2. but is treated by a recipient as having such an impairment.

2.2.2. Request for accommodation. 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. [24 CFR Part 8]

2.2.2.1. RHA will provide the applicant or participant with the necessary reasonable accommodation forms. The forms will be completed with RHA staff and sent directly by RHA to a professional third-party provider chosen by the applicant or participants. Written verification that the individual needs the specific accommodation requested due to their disability and that the change is required for them to have equal access to the housing program must be provided by a third-party provider.

- a. The third-party provider must return the completed Reasonable Accommodation forms directly to RHA for final review by the Director of Asset Management or designated staff.
- b. If the third-party provider fails to respond, a second request for verification may be made of a different provider chosen by the applicant or participant.

2.2.2.2. When 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 does not release the applicant or participant from any ongoing family obligations under the program.

2.2.2.3. RHA may reverify approved accommodations to determine if it is still essential and being used as intended at future annual recertifications, i.e., medical room, live-in aide, etc.

### 2.3. VIOLENCE AGAINST WOMEN ACT PROTECTIONS

The Violence Against Women Act (VAWA) provides special protections for victims, both men and women, of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the PH program. Any state or local laws that

provide greater protection for such victims apply in conjunction with VAWA. [24 CFR § 5.2005]

2.3.1. Notification to applicants and residents.

2.3.1.1. RHA is required to inform PH applicants and residents of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

2.3.2. Prohibition against denial or termination.

2.3.2.1. An applicant or resident may not be denied admission to, denied assistance under, terminated from participation in, or evicted on the basis of or as a direct result of the fact that they have been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant or resident otherwise qualifies for admission, assistance, participation, or occupancy.

2.3.2.2. A resident in RHA's PH program may not be denied tenancy or occupancy rights based solely on criminal activity relating to domestic violence, dating violence, sexual assault, or stalking if:

- a. The criminal activity is engaged in by a member of the household or any guest or other person under the control of the resident, and
- b. The resident, or an affiliated individual of the resident, is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

2.3.2.3. RHA retains its authority to terminate or deny tenancy of any resident or applicant if RHA concludes that there is an actual and imminent threat to other households or those employed at or providing service to the PH property. VAWA does not limit RHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

2.3.3. Documentation. If an applicant or tenant claims protections as a victim of domestic violence, dating violence, sexual assault, or stalking, RHA may request, in writing, that the applicant or tenant submit one of the following:

2.3.3.1. An approved HUD certification form completed by the victim to document the incident. [HUD form 5382]

- 2.3.3.2. A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must be:
- a. Signed by the applicant or resident, and
  - b. Specify, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR § 5.2003.
- 2.3.3.3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency.
- 2.3.3.4. At the discretion of RHA, a statement or other evidence provided by the applicant or resident.
- 2.3.4. If an applicant or resident does not provide the documentation requested within fourteen (14) business days after the date the request is made in writing from RHA for such documentation [24 CFR § 5.2007], RHA may:
- 2.3.4.1. Deny admission by the applicant or resident to the PH program.
  - 2.3.4.2. Deny assistance under the PH program to the applicant or resident.
  - 2.3.4.3. Terminate participation of the resident in the PH program.
  - 2.3.4.4. Evict the resident, or a lawful occupant, who commits a violation of a lease.
- 2.3.5. Per 24 CFR § 5.2007 (a)(2)(ii) RHA may, at its discretion, extend the 14-business day deadline noted under Section 2.3.4.
- 2.3.6. Confidentiality.
- 2.3.6.1. RHA will keep confidential any information that an applicant or resident submits in connection with VAWA protections, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking.

- 2.3.6.2. RHA will not disclose, release, or enter any personally identifying or individual information collected in connection with VAWA protections requested or denied into any shared database except to the extent that the disclosure is:
- a. Requested or consented to by the individual in a time- limited release.
  - b. Required for use in an eviction proceeding or hearing.
  - c. Otherwise required by applicable law.
- 2.3.6.3. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, RHA will make reasonable attempts to provide notice to victims affected by the disclosure of information and will take the steps necessary to protect the privacy and safety of the persons affected by the release of the information.

#### 2.4. LIMITED ENGLISH PROFICIENCY

RHA acknowledges the importance of serving Limited English Proficiency (LEP) persons and has adopted a Language Access Plan to ensure its programs and services are accessible to persons with LEP. In accordance with the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published in the Federal Register on January 22, 2007, RHA will take affirmative steps to communicate with people who need services or information in a language other than English. [24 CFR Part 1 and Part 100]

- 2.4.1. Overview. LEP is defined as a person(s) who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. For this policy, LEP persons include applicants and residents, as well as parents and family members of applicants and residents.
- 2.4.1.1. To determine the level of access needed by LEP persons, RHA will balance the following four factors to ensure meaningful access by LEP persons to critical services while not imposing undue burdens on RHA:
- a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program.
  - b. The frequency with which LEP persons encounter the program.
  - c. The nature and importance of the program, activity, or service

provided by the program to people's lives.

d. The resources available to RHA and costs.

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

2.4.2.1. RHA 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 considered reasonable when costs imposed substantially exceed the benefits.

2.4.2.2. Where feasible, RHA will train and hire bilingual staff to be available to serve as interpreters and translators. Where feasible and possible, RHA will encourage the use of qualified community volunteers.

2.4.2.3. Upon request and at their own expense, a LEP person can use an interpreter of his/her own choosing in place of, or as a supplement to, the free language services offered by RHA. The interpreter may be a family member or friend.

2.4.3. Written translation. To comply with written translation obligations, RHA will provide written translations of vital documents for each eligible LEP language group that constitutes five (5%) 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.

## CHAPTER 3: CONDITIONS GOVERNING ELIGIBILITY

HUD has established strict requirements for the eligibility of assistance and the portion of resident income that will be paid toward rent. These requirements are intended to ensure that only qualified low-income families receive assistance needed to occupy a standard unit. [24 CFR Part 960 Subpart B]

### 3.1. ELIGIBILITY FOR ADMISSION

In determining an applicant's eligibility for admission, RHA will evaluate all household members to determine their eligibility for the PH program as well as their suitability as tenants. This includes any individual approved to join a household after the household has been admitted to the program. Applicants must provide any information needed by RHA to confirm eligibility/suitability and determine the level of assistance. To be eligible for admission, applicants must meet the following:

- 3.1.1. Qualify as a family (see Appendix 1).
- 3.1.2. Have annual income, at the time of application and admission, which does not exceed the low-income limits set by HUD (see Appendix 2).
  - 3.1.2.1. The low-income limit applies only at application and admission and is not applicable for continued occupancy.
- 3.1.3. Conform to the occupancy standards set forth in Section 3.3. of this policy.
- 3.1.4. Demonstrate conduct that would not prove detrimental to the project, or its residents as determined by the Housing Authority criteria set forth in Section 5.4. of this policy.
- 3.1.5. Citizenship status. At least one household member must be a U.S. citizen, national, or noncitizen with an eligible immigration status as defined in 24 CFR Part 5 Subpart E (see Appendix 1, "Eligible Immigration Status"). RHA will prorate the family's assistance based on the number of eligible household members.
  - 3.1.5.1. A declaration of status must be completed for each household member.
  - 3.1.5.2. RHA will not provide assistance to households prior to the affirmative establishment and verification of eligibility of the individual or at least one member of the household.
- 3.1.6. Student status. To qualify as an independent student the household must meet at least one of the following criteria:
  - 3.1.6.1. Be at least 24 years old by 12/31 of the award year.
  - 3.1.6.2. 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.
- 3.1.6.3. Be (or was immediately prior to turning 18) an emancipated minor or in legal guardianship as determined by a court.
  - 3.1.6.4. Be a veteran or active-duty military.
  - 3.1.6.5. Be a graduate or professional student.
  - 3.1.6.6. Be married.
  - 3.1.6.7. Have at least one dependent child.
  - 3.1.6.8. Have been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless; 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 the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) or a designee of the director.
  - 3.1.6.9. Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- 3.1.7. May not be a non-immigrant student alien (see Appendix 1).
  - 3.1.8. Must not currently owe money or have committed fraud in connection with any federally assisted housing program.
    - 3.1.8.1. At time of initial application, the applicant must pay, in full, any outstanding debt prior to being placed on the wait list.
  - 3.1.9. Must not have been evicted from federally assisted housing.
    - 3.1.9.1. Any applicant evicted from federally assisted housing within the past three (3) years is not eligible for housing assistance under RHA's federally assisted programs.
  - 3.1.10. 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.

- 3.1.11. 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:
- 3.1.11.1. Must not be subject to a lifetime registration requirement under any state or federal sex offender registration program.
  - 3.1.11.2. Must not have been convicted of manufacturing or producing methamphetamine while residing in federally assisted housing.
  - 3.1.11.3. 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 three (3) years prior to initiation of a background check.
    - a. Any household member who has been found to be ineligible due to 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).
    - b. Applicants requesting an ARB review must have successfully completed all court ordered sentencing requirements by the date the criminal background check was initiated by RHA to be considered eligible.
    - c. Final approval of the applicant will be determined by vote of the ARB.
    - d. The ARB procedure is incorporated by reference.
- 3.1.12. Must provide a Social Security Number (SSN) for all household members or provide written certification that they do not have a SSN.
- 3.1.13. Must meet or exceed the Tenant Selection and Suitability Criteria set forth in this policy.
- 3.1.14. 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, see Appendix 6).

- 3.1.15. All applicant households must not have ownership interest in, and the effective legal authority to sell based on state or local laws where the property is located, real property that is suitable for occupancy by the family as a residence. This real property restriction does not apply to (24 CFR § 5.618):
- 3.1.15.1. Any property for which the family is receiving assistance under 24 CFR § 982.620 (Manufactured Home) or under the Homeownership Option in 24 CFR Part 982.
  - 3.1.15.2. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property.
  - 3.1.15.3. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR Part 5 Subpart L.
  - 3.1.15.4. Any family that is offering such property for sale.

### 3.2. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

- 3.2.1. Qualify as a family [24 CFR § 5.403] (see Appendix 1).
- 3.2.2. Conform to the occupancy standards in Section 3.3.
- 3.2.3. Demonstrate conduct that does not prove detrimental to the project, or its residents, as determined by RHA under the criteria set forth in Section 5.4.
- 3.2.4. Maintain full compliance with the resident obligations and responsibilities as described in the lease agreement. [24 CFR § 966.4(f)]
- 3.2.5. Citizenship Status. At least one household member must be a U.S. citizen or national as defined in 24 CFR Part 5 Subpart E (see Appendix 1, “Eligible Immigration Status”). Members may not be a non-immigrant student alien (see Appendix 1).
- 3.2.6. All adult household members must have consented and executed RHA’s General Release of Information form (RHA’s equivalent of HUD 9886-A).
  - 3.2.6.1. A family or a household member can revoke their consent by providing written notification of the revocation to RHA. Revoking consent will result in termination of assistance for the household.

- 3.2.7. No household is eligible for continued occupancy when the household exceeds the “over-income limit” for twenty-four (24) consecutive months. 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), by a factor of 2.4. [24 CFR § 960.507(b)]
- 3.2.8. Effective at a future date prescribed by HUD, RHA will not enforce the Asset Limitations established by HOTMA. At recertification, household assets may exceed \$100,000 and may include ownership interest in a suitable dwelling unit which they have legal right to reside in. RHA will evaluate such assets for inclusion in the household’s net family assets and income calculations in accordance with 24 CFR § 5.609.

### **3.3. OCCUPANCY STANDARDS**

RHA’s occupancy standard is two people per bedroom. The only exceptions to this are the following:

- 3.3.1. When there is a medical justification verified through the Reasonable Accommodation process.
- 3.3.2. To avoid forcing an existing resident to move from a former HUD-assisted properties.
- 3.3.3. No adult will share a room with a minor (minor defined as under 18 years of age) regardless of gender.

## CHAPTER 4: PROGRAM WAIT LIST AND TENANT SELECTION CRITERIA

This chapter describes policies for managing wait lists for all RHA programs and properties and the tenant selection process. Placement on a wait list does not indicate that a family is eligible for assistance. Final determination of eligibility will be made when an applicant is selected from the wait list. [24 CFR Part 960, Subpart B]

### 4.1. OVERVIEW

When a family wishes to reside in PH, the family must submit an application that provides RHA with the information needed to determine eligibility. When completing the application for housing assistance, applicants are presented with the opportunity to have their name placed on any open wait list for which they qualify. When a PH unit becomes available, families will be selected from the wait list(s) in accordance with RHA policies. In the administration of its wait lists, RHA will fully comply with HUD regulations, applicable fair housing laws, and RHA policies.

### 4.2. OPENING AND CLOSING THE WAIT LISTS

- 4.2.1. RHA, at its discretion, may open, restrict application intake, suspend application intake, and close wait lists in whole or in part.
- 4.2.2. The decision to close the wait list(s) will be based on achievement of a wait list adequate to cover projected turnover and new allocations of vouchers/units over an estimated 18-month period.
- 4.2.3. RHA will adhere to all HUD and fair housing guidelines and regulations when announcing the opening of wait list(s).
- 4.2.4. When the wait list is open, any household asking to be placed on the wait list will be given the opportunity to complete an application.

### 4.3. SITE-BASED WAIT LISTS

RHA has organized its PH units and other affordable housing locations into a portfolio and manages individual site-based wait lists for each. When wait lists are open, applicants may apply to the site-based wait list for each of the communities they wish to reside in. [24 CFR § 903.7(b)(2)]

- 4.3.1. The applicant's household composition and characteristics must meet subsidy/occupancy standards and any site-specific preferences to qualify for the bedroom size and wait list(s) they wish to apply for.
- 4.3.2. Applicants must qualify for any site-specific preferences based on the wait list they are applying for.

- 4.3.3. RHA will take every reasonable action to ensure that applicants have access to make informed choices regarding the sites in which they wish to reside. Information regarding location, occupancy standards, the number of accessible units, amenities, school zoning, and transportation resources will be provided on RHA's website, in person at RHA's main office, or over the telephone.
- 4.3.4. When applicants apply for RHA's site-based PH or Project-Based Voucher (PBV) 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.
- 4.3.5. When applicants apply for RHA's HCV program, RHA will inform applicants if the site-based PH or PBV wait lists are open and will offer to add the applicant to one or both wait lists as long as the household meets the income and occupancy guidelines.
- 4.3.6. RHA will maintain separate wait lists for all housing programs it operates. When there are insufficient applicants on a site-based wait list, RHA will follow the criteria for re-opening the site-based wait list.

#### **4.4. MONITORING SITE-BASED WAIT LISTS**

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

- 4.4.1. RHA will assess changes in racial, ethnic, or disability-related resident composition at each site.
- 4.4.2. RHA will, at least every three years, use independent testers, or other means satisfactory to HUD, to assure that the site-based wait lists are being implemented in a nondiscriminatory manner and that no patterns or practices of discrimination exist.
  - 4.4.2.1. If any indications of unintended discrimination are noted, RHA will take immediate steps to remedy the situation. RHA will provide results of any such test or review to HUD.

#### **4.5. DECONCENTRATION OF POVERTY AND INCOME MIXING**

RHA's policy for admissions 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. [24 CFR §§ 903.1. and 903.2]

- 4.5.1. Gross annual income is used for income limits at admission and for income-mixing purposes.

4.5.2. At least annually, the resident characteristics of RHA's PH stock, including information regarding resident incomes, will be analyzed to assist in the deconcentration efforts.

4.5.2.1. To assist in meeting its deconcentration goals, RHA will use the gathered resident income information to determine the appropriate marketing or deconcentration strategies to be implemented.

#### 4.6. INCOME TARGETING FOR PUBLIC HOUSING

[24 CFR § 960.202(b)]

Pursuant to RHA's MTW agreement, RHA must:

- Ensure that at least 75 percent of the families assisted are very low-income families, as defined in Section 3(b)(2) of the 1937 Act,
- Assist substantially the same total number of eligible low-income families under MTW, as would have been served absent the demonstration, and
- Maintain a comparable mix of families by family size, as would have been served or assisted had the funds not been used under MTW.

4.6.1. Federal law requires that at least 40 percent (40%) of families admitted to RHA's PH program during any fiscal year be families, from the wait list, who qualify as extremely low-income families. This is called the "basic targeting requirement." To ensure this requirement is met, RHA may:

4.6.1.1. Skip higher income families on the wait list to reach extremely low-income families.

4.6.1.2. Return a household to the wait list if a 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.

4.6.2. If the admission of extremely low-income families to RHA's voucher program during a fiscal year exceeds the 75 percent minimum targeting requirement for RHA's voucher program, such excess shall be credited (subject to the limitations outlined below) against RHA's basic targeting requirement in the PH program for the same fiscal year.

4.6.2.1. The fiscal year credit for voucher program admissions that exceed the minimum voucher program targeting requirement shall not exceed the lower of:

- a. 10 percent (10%) of PH wait list admissions during the fiscal year,
  - b. 10 percent (10%) of wait list admissions to RHA's HCV program during the fiscal year, or
  - c. the number of qualifying low-income families who commence occupancy during the fiscal year of RHA PH units located in census tracts with a poverty rate of 30 percent (30%) or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.
- 4.6.3. RHA's income targeting requirement does not apply to low-income households continuously assisted as provided for under the Act.
- 4.6.3.1. A "continuously assisted" family is a family who is already leasing a PH unit or receiving assistance.
- 4.6.4. If there are not enough extremely low-income families on the wait list(s), RHA will conduct outreach on a nondiscriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### **4.7. UPDATING THE WAIT LIST(S)**

To have an adequate number of families and ensure that a viable list of applicants exist, RHA's wait list(s) are reviewed on a regular basis. Wait list reviews will determine if an update and purge are necessary. If an update to the wait list is needed, RHA will notify families of the method and time frames that will be used for the update. The notification will request confirmation of continued interest to remain on all wait lists. Eligible applicants who desire to remain on the wait list(s) must respond to this request to maintain their place on RHA's wait list(s).

- 4.7.1. If an applicant fails to respond to any notice within fourteen (14) days, they will be removed from the wait list(s) without further notice.
- 4.7.2. If the notice is returned by the Post Office with no forwarding address, the applicant will be withdrawn from the wait list(s). If the Post Office returns the notice with a forwarding address, the notice will be forwarded to the address indicated.
- 4.7.3. RHA provides applicants with a grace period of fourteen (14) days after completion of the update and purge. Applicants who respond during this grace period will be reinstated.
- 4.7.4. If an applicant is removed from the wait 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 prescribed period.

#### 4.8. TENANT SELECTION

4.8.1. Under MTW, RHA is authorized to determine wait list procedures, tenant selection procedures, criteria, and preferences, including authorizing vouchers for relocation of witnesses and victims of crime that differ from the currently mandated program requirements in the 1937 Act and its implementing regulations.

4.8.2. Tenants will be selected based on preferences and targeting requirements from among eligible households of the appropriate size and composition for units that are available.

4.8.3. 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. The applicant who applied the earliest will be offered the first available unit of appropriate size.

4.8.4. If an applicant is selected for interview from separate wait lists, the applicant will be required to select the wait list they would like to be interviewed for. The applicant will be removed from the alternate wait list that was not chosen.

#### 4.9. ORDER OF PREFERENCE

HUD permits local preferences to give priority to households that meet specified criteria. RHA uses preferences in conjunction with the date and time of application to determine an applicant's placement on the wait list. Preferences must apply at the time of eligibility determination. Applicants selected from the wait list based on a preference that cannot be verified at time of eligibility determination will be returned to the wait list based on the date and time of their application without preference consideration. [24 CFR § 960.206]

4.9.1. Involuntary displacement. (150 Points)

Involuntary displacement due to RHA's actions or program regulation including, but not limited to, repositioning of PH and associated relocation, PBV under and over housed households, PBV and VASH transitions to standard HCV.

4.9.1.1. *Priority for HCV and PBV families displaced due to HQS noncompliance.* RHA will provide a preference for HCV and PBV families displaced due to HQS noncompliance in accordance with 24 CFR §§ 982.404(e)(2) and 983.208(d)(6)(ii).

4.9.2. Residency. (50 Points)

Priority will be provided to applicants who:

- 4.9.2.1. Currently reside in Washoe County, or
- 4.9.2.2. Currently work or recently hired to work at a job located in Washoe County, or
- 4.9.2.3. Graduated from or currently enrolled in an education or training program located in Washoe County that is designed to prepare the applicant for the job market (within the last six (6) months).

4.9.3. Household composition. (60 Points)

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.

4.9.4. Homeless. (40 Points)

- 4.9.4.1. An individual or family who lacks a fixed, regular, and adequate night-time residence, meaning:
  - a. Has a primary night-time residence that is a public or private place not meant for human habitation, or
  - b. Is living in a temporary shelter (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs), or
  - c. 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.
- 4.9.4.2. Any individual or family who:
  - a. Is experiencing a lack of housing related to fleeing, or attempting to flee, domestic violence, and
  - b. Has no other residence, and
  - c. Lacks the resources or support to obtain other permanent housing.
- 4.9.4.3. *Verification of homeless.* To receive the preference under this definition, applicants must provide:

- a. Written observation by an outreach worker, or
- b. Written referral by another housing or service provider, or
- c. Certification by the individual or head of household seeking assistance that they were living on the streets or in a shelter, or
- d. For individuals exiting an institution, one of the forms of evidence noted above and:
  - Discharge paperwork or written/oral referral, or
  - Written record of intake worker's due diligence to obtain above.
- e. Verification of fleeing or attempting to flee domestic violence. To receive the preference under this definition, applicants must provide:
  - An oral statement by the individual or head of household, by self-certification or by a caseworker. When the safety of the individual or family is not jeopardized, the oral statement must be verified, and
  - Certification by the individual or head of household that no subsequent residence has been identified, and
  - Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks necessary to obtain other permanent housing.

4.9.5. Graduate of Permanent Supportive Housing (PSH). (20 Points)

Applicants who provide documentation showing successful completion of a PSH Program in Washoe County within the last six (6) months will be provided with a preference.

4.9.6. Veterans Status. (20 Points)

Applicants who qualify for this preference must provide verification such as a DD214, Veterans Administration (VA) patient card, or statement from the VA showing that their discharge was anything other than dishonorable.

4.9.7. Site specific preferences may apply and must be clearly defined by RHA at the time of application.

**4.10. VERIFICATION OF PREFERENCE QUALIFICATION**

Preferences will be verified and applied after receipt of an application to determine, to the greatest degree possible, appropriate placement on the wait list.

- 4.10.1. Applicants will be asked to provide documentation to support any preferences claimed. If supporting documentation cannot be provided by the applicant, the preference will not be applied.
  - 4.10.1.1. If a preference does not apply at the time of the applicant interview or if the preference cannot be verified, the applicant will be returned to their proper place on the wait list with the preference removed.
  - 4.10.1.2. 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 wait list.
- 4.10.2. If RHA denies a preference, the applicant will remain on the wait list without the benefit of the preference. RHA will notify the applicant of the reasons why the preference was denied and offer the applicant the opportunity for an informal meeting. The applicant will have fourteen (14) days to request the meeting, either in writing or by phone.
  - 4.10.2.1. If the preference denial is upheld following the meeting, or if the applicant does not request a meeting, the applicant will be placed on the wait list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.
- 4.10.3. Change in circumstance. Changes in an applicant's circumstance while on the wait list may affect the household's entitlement to a preference. Applicants are required to notify RHA electronically or in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the wait list in the proper order of their newly claimed preference.
- 4.10.4. If the applicant falsifies documents or makes false statements to qualify for any preference, the applicant will be removed from the wait list and notified.

**4.11. TRANSITIONS BETWEEN SUBSIDIZED HOUSING PROGRAMS**

- 4.11.1. At the family's first eligibility appointment, when it is determined that the applicant will be participating in another subsidized housing program, staff will advise the family that RHA will terminate the application process if the applicant is not in good standing.

- 4.11.2. Staff will continue to communicate with other housing program staff as the family proceeds through the eligibility process so that only families in good standing are allowed admission to the PH 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.
- 4.11.3. If transitioning from the HCV program, the Dwelling Lease Agreement will not begin until staff have confirmed that the HCV contract has been terminated for the previously assisted unit.
- 4.11.4. RHA will ask the family to sign an affidavit stating that they understand 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 to participate in the new program. Failure of the family to sign the affidavit will result in the family being ineligible for the PH program.

#### **4.12. ASSIGNMENT OF UNITS**

- 4.12.1. Dwelling units are assigned (at the time of application) in accordance with the occupancy standards set forth below. If it is found that the PH 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 Chapter 8 of this policy.
  - 4.12.1.1. RHA's occupancy standard is two (2) people per bedroom. The only exceptions to this are the following:
    - a. when a medical justification is verified through the Reasonable Accommodation process, or
    - b. to avoid forcing an existing tenant to move from a former HUD-assisted property, or
    - c. to ensure that no adult will share a room with a minor (minor being defined as under 18 years of age) regardless of gender.
  - 4.12.1.2. Property Managers will implement the occupancy standards with all new admissions, requested transfers of existing residents, and current over/under housed families already on the transfer list.
  - 4.12.1.3. All repositioning of PH complexes that require a right to return will follow this standard to the greatest extent possible.

- 4.12.2. When establishing the appropriate space standards, RHA will include, as members of the household, all persons anticipated to reside in the dwelling unit.
- 4.12.2.1. Examples include children expected to be born to pregnant women, children who are in the process of being adopted, 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 is considered an eligible visitor and not a household member.
- 4.12.3. Before applying its preference system, RHA will first match the characteristics of the available unit to the applicants on the wait list.
- 4.12.3.1. Factors such as unit size, accessible features, deconcentration income mixing, income targeting, or the admission of households to those characteristics that match the characteristics of the vacant unit available will be considered. By matching unit and household characteristics, it is possible that households who are lower on the wait list may receive an offer of housing ahead of households with an earlier date and time of application.
- 4.12.4. RHA has units designated for persons with mobility, sight, and hearing impairments, referred to as accessible units. Non-mobility impaired households will not be offered these units until all eligible mobility-impaired applicants have been considered. Before offering a vacant accessible unit to a non-disabled applicant, RHA will offer the units:
- 4.12.4.1. First, to a current resident of another unit of the same development or another PH development under RHA's control, who has a disability that requires the special feature of the vacant unit.
- 4.12.4.2. Second, to an eligible qualified applicant on the wait list who has a disability that requires the special feature of the vacant unit.

#### **4.13. UNIT ACCEPTANCE**

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

#### **4.14. 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 instance, a record shall be maintained showing the date of the offer, location of the unit, and the applicant's response.

#### **4.15. GOOD CAUSE UNIT REFUSAL**

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:

- 4.15.1. Inaccessibility to source of employment, children's day care, or educational program for children with disabilities, such that accepting the unit would require the adult member to quit a job or remove the child from day care or an educational program for children with disabilities.
- 4.15.2. 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.
- 4.15.3. 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.
- 4.15.4. 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.
- 4.15.5. The unit has lead-based paint and the family includes children under the age of six (6).

## CHAPTER 5: DETERMINATION OF ELIGIBILITY

RHA verifies information that is used to establish the applicant's eligibility and level of assistance. This chapter sets forth the basic steps 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 Chapter 3; (2) applying the tenant selection criteria contained in Chapter 4; (3) determining the rent to be charged in accordance with Chapter 6, Appendix 1 or 3; and (4) determining the size of dwelling required in accordance with Chapter 4. [24 CFR Part 5, Subpart B, §§ 960.203, 960.204, 960.205, 960.206, and Subpart C § 960.259]

### 5.1. ESTABLISHING AN APPLICATION POOL

- 5.1.1. All applications for housing assistance are encouraged to submit 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 Admissions Office.
- 5.1.2. Initial applications will be accepted from all households who are seeking admission to housing assistance programs during open wait list periods. RHA's Executive Director or his/her designee shall determine open wait list period(s) in compliance with HUD guidelines. Prior to resumption and/or cessation of an open wait list 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.
- 5.1.3. After receipt of the initial application, Admissions staff will review the household composition and characteristics of all eligible households, as defined in Chapter 4 of this policy. Following this preliminary review, applicants will be placed on the wait list(s) for which they applied.
  - 5.1.3.1. Bedroom size will be based on the size that best matches the number of members listed on the application. To be placed on a wait list(s), the qualifying bedroom size must be open at time of application.

### 5.2. PROCEDURE GOVERNING RECEIPT OF APPLICATIONS

- 5.2.1. The application constitutes the basic record of each household applying for admission and will reflect the date and time the application was received. Each applicant is required to supply information as called for in the application and in this policy. Electronic submission of an application and/or signature on a paper application for admission constitutes certification of the accuracy of the information provided.

- 5.2.2. When a household reaches the top of the wait list, RHA will notify the family. A written request notifying applicants that they must complete an intake certification will be emailed and mailed to those who reach the top of the wait list. Applicants must complete the intake certification by the due date to be considered for an interview.
- 5.2.2.1. If the household is determined eligible for interview based on household composition and bedroom size for the wait list they were selected from, a written notification stating their interview date, time, and location will be provided. A list of documents that must be provided at the interview will also be mailed and emailed.
- a. Applicants who do not respond to the intake certification request will be withdrawn from all wait lists.
- 5.2.2.2. If the household is determined ineligible for interview based on household composition and bedroom size for the wait list they have been selected from, the applicant will be placed on the wait list for the appropriate bedroom size provided the wait list was open at the time of original application.
- a. If the appropriate bedroom size wait list was not open at the time of original application, the application will be withdrawn.

### 5.3. REQUIRED DOCUMENTATION

- 5.3.1. Required documentation that must be provided during the applicant interview includes:
- 5.3.1.1. *Proof of Identity.* To prevent program abuse, RHA will require all adult applicants to furnish verification of legal identity for all household members. The following two separate proofs of identity are required for each member of the household:
- a. Photo ID. All 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.
- b. Social Security Number [24 CFR § 5.216]  
Applicants must 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 SSN 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. Copies of the Social Security card or other forms listing the SSN are not acceptable.

- If a household member has never been issued a SSN, 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 has been ordered but has not been 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.

c. For all minors on the application, ONE of the following must be provided:

- An original government-issued birth certificate or a 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 (6) months of interview date), or
- a valid Certificate of Naturalization, or
- a valid Permanent Resident Alien Card.

5.3.2. Applicants are also required to provide complete and accurate documentation of the following prior to the application being processed for verification.

5.3.2.1. *Household income.* Proof of all sources of income is needed. Examples include, but are not limited to:

- a. Employment. Four (4) weeks of current and consecutive paycheck stubs.

- b. Current award letter(s) from Social Security Administration (SSA), showing pension or retirement amounts, unemployment compensation, or welfare cash assistance.
  - c. Current verification of alimony or child support payments.
  - d. Net income from a business. Self-employed clients must submit Self-Employment Worksheets and all required receipts no later than the 10th day of the following month.
- 5.3.2.2. *Income from Assets.* Applicants are allowed to self-declare assets with a combined value less than \$50,000 (adjusted annually for inflation – see Appendix 6). If assets exceed \$50,000, the applicant must bring the following verification:
- a. Current bank statements for all checking accounts.
  - b. Current bank statements for all savings accounts including:
    - Certificates of deposit (CD) documentation.
    - Stock or bonds documentation.
  - c. Real estate or property documentation including:
    - Interest income from mortgages or similar arrangements.
    - Net rental income from property owned by household.
- 5.3.2.3. Assets disposed of for less than Fair Market Value (FMV) within the preceding two years.
- a. If the household certifies that they have disposed of assets for less than FMV, certification is required that shows:
    - all assets disposed of for less than FMV,
    - the date they were disposed of,
    - the amount the household received, and
    - the market value of the assets at the time of disposition.
  - b. Third-party verification will be obtained whenever possible.
- 5.3.2.4. *Student Status.* Documentation of student status must be provided that includes written verification from the registrar's office or other school officials for:

- a. Any member of the household who is enrolled in an institution of higher education i.e., university, community college, trade school, etc.
  - b. Full-time student status for all high school students who are aged 18 or over.
- 5.3.2.5. *Proof of Pregnancy.* A letter from a doctor or the health department verifying an applicant's pregnancy.
- 5.3.2.6. *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.
- a. To claim childcare expenses, the applicant must provide documentation showing the name, address, and telephone number of the person/company caring for the child, 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.
  - b. Childcare expenses cannot exceed the value of earned income.
- 5.3.2.7. *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 exemption in writing, after being determined eligible for housing assistance.
- a. 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.

5.3.2.8. *Proof of disability* for determination of preferences, allowances or deductions.

- a. 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.

5.3.2.9. *Familial/marital status* when needed for head or spouse definition.

5.3.2.10. *Change in Household Composition.* RHA may verify changes in household composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, school, DMV records, and other sources.

- a. Permanent Absence of Household 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.

5.3.2.11. *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.

#### 5.4. APPLICANT INTERVIEW

Applicants must participate in an application interview with an RHA representative. The applicant will be required to provide complete and accurate information to the

interviewer.

- 5.4.1. All adult members listed on the application must sign RHA's General Release of Information Form, declarations and consents related to citizenship/immigration status, and any other documents required by RHA during the eligibility determination process.
  - 5.4.1.1. Failure to sign all required documents may be cause for denial of the application for failure to provide necessary certifications and release of information required by RHA.
  - 5.4.1.2. All adults listed on the application must sign a consent form to authorize a criminal background check. RHA will review the criminal history results in accordance with HUD regulations. [24 CFR Part 5 Subpart J and § 960.203]
- 5.4.2. 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 fourteen (14) days to supply the information.
  - 5.4.2.1. If the information is not supplied within fourteen (14) days, RHA will provide the household with a notification of denial for assistance.
- 5.4.3. 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.
  - 5.4.3.1. If an applicant fails to make themselves available for the scheduled interview and does not request a second interview, RHA will deny the application.
  - 5.4.3.2. If the applicant responds to the denial letter within fourteen (14) days, RHA will automatically schedule a second interview for the applicant.
    - a. If the applicant fails to attend the second interview, the application will be denied. The applicant will be denied the right to any further scheduled interviews and must reapply when the wait list is open.
- 5.4.4. 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 review. The application will be classified as ineligible.

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

## 5.5. VERIFICATION AND DOCUMENTATION OF APPLICANT AND/OR PARTICIPANT DATA

To ensure determinations of eligibility, priority status, rent to be paid, and dwelling unit size required are based on full, true and complete information, documents submitted by each applicant/participant will be verified. Upon completion of the verification process, a verified applicant pool shall be maintained indicating name, date, time, and preferences. [24 CFR Part 5, Subpart B]

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

5.5.1.1. Upfront Income Verification using *HUD's Enterprise Income Verification (EIV) System.*

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

5.5.1.3. *Written Third Party Verification.*

An original or authentic document generated by a third-party source dated within the 120-day period preceding the recertification or RHA request date. In cases where documents are viewed, but cannot be photocopied, staff viewing the documents will complete a certification statement. RHA will accept verifications in the form of computerized printouts provided by the household.

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.

- a. 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.

5.5.1.4. *Written Third-Party Verification Form.*

Written third-party verification forms are used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, fax, email, or a combination

of two methods.

- a. Verifications received electronically directly from the source are considered third-party written verifications.

5.5.1.5. *Third-Party Oral.*

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

- a. Third-party oral verifications may be used to clarify information provided on the third-party written verification.

5.5.1.6. *Certification/Self-Declaration.*

When verification cannot be made by the above verification methods, households will be required to submit a written certification/self-declaration.

- a. 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.

## 5.6. SCREENING FOR SUITABILITY

In developing its admissions policy, 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. 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, neighborhood, or quality of life for its residents.

5.6.1. To determine the effect an applicant's conduct would likely have on a project or its residents, RHA may request documentation that includes letters, interviews, or telephone conversations with reliable sources (including the applicant) from current and prior landlords, employers, social worker, parole officer, court records, drug treatment centers, clinics, physicians and police departments. This documentation shall include the date, source of information, name and title of person contacted, and details of the information received.

5.6.2. RHA's screening for suitability shall include, but will not be limited to, the following:

- 5.6.2.1. Internal review to ensure that the applicant has no outstanding debt owed to RHA or any other HUD-subsidized housing program such as unpaid rent, damages, or claims paid to a private landlord on behalf of the applicant to former PH or HCV recipients.
- 5.6.2.2. Past performance in meeting financial obligations, especially rent.
- a. RHA will examine Housing Authority records from a prior tenancy and request written references from the applicant's current landlord. Written references from former landlords for the past three years may also be requested.
    - RHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past three (3) years for nonpayment of rent, or had other legal actions initiated against him/her for debts owed. Depending on the amount of control the applicant had over the situation, these circumstances may be grounds for an ineligibility determination.
- 5.6.2.3. Time, nature, and extent of the applicant's habit and practices regarding:
- a. Disturbance of neighbors.
  - b. Destruction of property.
  - c. Living or housekeeping habits.
  - d. History of criminal activity involving crimes of physical violence to persons or property.
  - e. Other acts which would adversely affect the health, safety or welfare of other residents.
  - f. Illegal use of a controlled substance.
  - g. Alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - h. Violation under 24 CFR § 982.551 not to engage in any drug-related criminal activity.
- 5.6.2.4. Factors which indicate a probability of favorable future conduct or

financial prospects, such as:

- a. Evidence of rehabilitation,
- b. Evidence of willingness to participate in appropriate counseling service programs, and availability thereof; or
- c. Evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.

5.6.2.5. In addition to the review of the applicant's conduct required in Chapter 3. The ARB procedure is hereby incorporated by reference for any applicant who has been convicted of felonious criminal activity, engaged in drug-related criminal activity, or been evicted from housing assisted under the Act because of drug-related criminal activity under Chapter 3.

5.6.2.6. RHA will permanently deny admission to PH, persons convicted of manufacturing or producing methamphetamine on the premises of the PH 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. This provision will not be waived.

5.6.2.7. RHA will deny admission to PH, or any other RHA owned or managed properties, any household in which a member is subject to a lifetime sex offender registration requirement. This provision will not be waived.

## 5.7. SUMMARY OF VERIFICATION DATA AND ELIGIBILITY CERTIFICATION

Verification data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness. Where the information received is not complete, follow-ups or new efforts to obtain such information are to be made. If, during the verification process, it becomes evident that for one or more reasons an applicant is ineligible, the investigation will be discontinued and the applicant will be notified of his/her ineligibility, the reasons thereof, and of their right to an informal review.

5.7.1. As a part of the application record for each household determined to be eligible for admission, RHA staff will complete a Summary of Verification Data and sign the Eligibility Certification verifying completeness. The summary outlines the following determinations:

5.7.1.1. Eligibility of the applicant as a family.

5.7.1.2. Eligibility of the household with respect to income limits for

admission.

- 5.7.1.3. Eligibility as a U.S. citizen or national or eligible immigrant status (see Appendix 1).
- 5.7.1.4. Eligibility of the household with respect to conduct.
- 5.7.1.5. Size of unit to which the household should be assigned.
- 5.7.1.6. Preference and priority status, if any, of the household.
- 5.7.1.7. Violations of any other eligibility criteria.

## **5.8. NOTIFICATIONS RELATED TO ELEGIBILITY**

- 5.8.1. Applicants are required to notify RHA of any changes to their application in writing. Applicants are also required to respond to requests from RHA to update information on their application or confirm continued interest in receiving assistance.
- 5.8.2. In the event it becomes necessary to defer eligibility determinations, applicants will be notified. Notifications will include the reasons thereof.
  - 5.8.2.1. Until a final determination is made, an applicant shall be notified of the status of his/her application upon request.
- 5.8.3. If determined to be ineligible for admission, the applicant will be informed in writing of the determination and of their right to an informal review.
  - 5.8.3.1. The reasons for any ineligible determination will be included in the written notification. Requests for an informal review must be made by the applicant within five (5) days following the determination.

## **5.9. RECHECKING VERIFIED FINDINGS PRIOR TO ADMISSION**

- 5.9.1. 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 regarding any change in status. If changes are reported, they will be verified to determine their effect on eligibility, rent, and unit size.
- 5.9.2. If changes are reported late, the file will be referred back to the Admissions Office to obtain written verification and determine any effects the changes may have on eligibility, rent, and unit size. Late is defined as more than ten (10) days after the change.

- 5.9.3. If changes are reported and the applicant is now eligible to receive a preference, the preference must be verified prior to admission.

## CHAPTER 6: INCOME AND RENT DETERMINATIONS

A family’s income determines eligibility for assistance and the family’s rent payment amount. This chapter defines annual income and the allowable deductions from annual income used to determine the family’s adjusted annual income. The accurate calculation of annual income and adjusted income ensures that only eligible families receive assistance and that no family pays more or less than their obligation under this policy and the MTW agreement. [24 CFR Part 5, Subpart F §§ 5.609, 5.611, 5.613, 5.615, 5.628, and 5.630]

### 6.1. ANNUAL INCOME

Annual income includes all amounts received from all sources by each member of the family (even if temporarily absent) who is 18 years of age or older, the head of household, spouse or co-head, plus unearned income received by or on behalf of each dependent who is under 18 years of age, unless otherwise excluded for in 24 CFR § 5.609 or RHA’s MTW Plan, where applicable. This includes the income of a day laborer, independent contractor, or seasonal worker.

The rules on which sources of income are counted vary by family member as summarized in the following table:

<b>Summary of Income Included and Excluded by Family Member</b>	
Head, spouse, or co-head; other adult family members	All sources of income not specifically excluded by regulations are included. [24 CFR § 5.609(a)(1)]
Children under 18 years of age	Earned income is excluded. [24 CFR 5.609(b)(3)] Unearned income is included. [24 CFR § 5.609(a)(1)]
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income in excess of the amount of the deduction for a dependent is excluded. [24 CFR § 5.609(b)(14)] All other sources of income, except those excluded by regulations, are included.
Live-in aides, foster child or foster adult	Income from all sources is excluded. [24 CFR § 5.609(b)(8)]

Annual income includes, but is not limited to:

6.1.1. **Earned income.** The full amount of wages and salaries, before any payroll deductions, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services as determined using the most recent four (4) weeks of paycheck stubs.

6.1.1.1. Income earned as a day laborer, independent contractor, or

seasonal worker are included in annual income.

- 6.1.1.2. For commissions or bonuses, where the employer does not disclose the anticipated amount, the previous year's amount will be used.
- 6.1.2. The earnings of full-time students, over 18 years of age, in excess of the amount of the deduction for a dependent. This does not apply to full-time students, over 18 years of age, who are the head of household, co-head, or spouse.
- 6.1.3. Net income from the operation of a business or profession including self-employment. Net income equals gross income less expenses.
  - 6.1.3.1. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service (IRS) regulations.
  - 6.1.3.2. 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 business by the household.
  - 6.1.3.3. RHA requires the business gross sales and expense receipts 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.
    - a. The owner must be able to prove that the expenses are related to the business and are reasonable per IRS regulations.
  - 6.1.3.4. Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10th day of the following month.
    - a. Staff will use a three-month average of self-employment income when determining the calculation of Total Tenant Payment (TTP) at an annual recertification.

- 6.1.4. Periodic payments. 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.
- 6.1.4.1. Lump-sum or prospective monthly payments caused by delays in processing periodic payments for Social Security, SSI, or deferred Department of Veteran Affairs disability benefits are not counted as income. [24 CFR § 5.609(b)(16)]
- 6.1.4.2. 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.
- 6.1.5. Asset income. Amounts derived from assets to which the family members have access are included as annual income. This includes all anticipated income from assets and the imputed returns on net family assets when the net family assets exceed \$50,000 or the amount published by HUD as adjusted for inflation.
- 6.1.5.1. Where the household has net household assets in excess of \$50,000 (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 6). Balances of assets over \$50,000 shall be determined by client-supplied documentation dated within 60 days of the certification or interview for annual recertification.
- 6.1.5.2. Households with assets less than \$50,000 must submit a self-certification as to the value of the asset. Any actual income derived from the assets will be excluded.
- 6.1.5.3. Income calculation from assets is always anticipated, regardless of the household's certification type. For each household certification, assets include:
- a. Amounts in savings and checking accounts. When determining the value of a checking or savings account, the current balance will be used.
  - b. 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 household.
    - Any distributions of the principal from the trust, unless the distributions of income are used to pay for the costs of

- health and medical expenses for a minor.
- Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.
- c. Stocks, bonds, savings certificates, money market funds, cryptocurrency, and other investment accounts.
- In determining the value of an investment account, the value of the account on the most recent investment report will be used.
  - 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.
- d. Interest, dividends, and other net income of any kind from real or personal property.
- e. Equity in real property (land owned or given) or other capital investments.
- 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. This includes interest, dividends, and other net income of any kind from real property.
  - Expenses to convert real property to cash may include such costs as broker fees, sales commissions, settlement costs and transfer taxes.
  - RHA will use a 5% broker fee if no actual cost documentation is provided.
- f. Assets that, although owned by more than one person, allow unrestricted access to member(s) of the household.
- 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.
  - 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, RHA will prorate the asset evenly among all owners.

- g. 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.
- h. Non-necessary items of personal property, such as (gems, jewelry, coin collections, antique cars, etc.) with a combined value exceeding \$50,000 (adjusted annually for inflation – see Appendix 6).
  - Interest, dividends, and other net income of any kind from personal property.
- i. Cash value of whole life insurance policies.

6.1.5.4. Assets disposed of for less than FMV in the preceding two (2) years. For all certifications, RHA will obtain the household's self-certification as to whether any member has disposed of assets for less than FMV during the two (2) years preceding the effective date of the certification.

- a. When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).
- b. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.

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

6.1.6.1. 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.

6.1.7. Some public assistance payments.

- 6.1.8. Periodic and determinable allowances, such as alimony and child support payments. 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.
- 6.1.8.1. RHA will use the amount of child support or alimony income actually received by the household, regardless of court order.
- 6.1.8.2. If the household reports a loss of child support, RHA will process the decrease as outlined in Chapter 9 of this policy.
- a. A household's failure to report subsequent increases or resumption of child support payments may result in a debt owed to RHA for overpaid assistance.
- 6.1.9. Regular contributions and gifts received from persons outside the household. 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.
- 6.1.9.1. 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.
- 6.1.9.2. It does not include casual contributions, sporadic gifts, non-monetary in-kind donations (e.g., food, clothing, or toiletries), or gifts for significant life events or milestones.
- 6.1.10. 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 living in the dwelling unit or not, who is the head of household or spouse or other person whose dependents are residing in the unit.
- 6.1.10.1. Exceptions to this rule include hazardous duty pay when exposed to hostile fire, and any other exceptions to military pay as defined by HUD.
- 6.1.11. 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 other household member who is responsible for their support.
- 6.1.12. Wages from employment with RHA or resident organization. Upon employment with RHA or an officially recognized resident organization, the full amount of

employment income received is included. There is no exclusion of income for wages funded under the 1937 Housing Act Programs.

6.1.13. 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 income using the following methodology:

6.1.13.1. Income and deductions of the member will be excluded if their income goes directly to the facility.

6.1.13.2. Income and deductions of the member will be included if their income goes to a household member.

## 6.2. 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 recertifications will be conducted.

## 6.3. ANNUAL INCOME EXCLUSIONS

RHA will not require tenant supplied documentation or request third party verification for income that is fully excluded. RHA will continue to require that households provide supporting documentation and/or RHA will request third party verification for partially excluded annual income.

6.3.1. Annual income does not include the following [24 CFR § 5.609(b)]:

6.3.1.1. *Assets.* [24 CFR §§ 5.609(b)(1) and 5.609(b)(2)]

a. Any imputed return on an asset when net family assets total \$50,000 (adjusted annually for inflation – see Appendix 6) or less and no actual income from the net family assets can be determined. Households with assets less than \$50,000 must submit a self-certification as to the value of the asset. Any actual income derived from the assets will be excluded.

b. 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 household.

c. Distributions of principal or corpus from a trust outside the control of the assisted household are excluded from the definition of net family assets under 24 CFR § 5.603(b) when the distributions of income from the trust are used to pay the

costs of health and medical care expenses for a minor.

- 6.3.1.2. Income from employment of children (including foster children) under the age of 18 years. [24 CFR § 5.609(b)(3)]
- 6.3.1.3. *Foster children or foster adult care payments.* 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 or guardianship care payments that are alternatives to traditional foster care programs. [24 CFR § 5.609(b)(4)]
- 6.3.1.4. *Insurance payments or settlements.* [24 CFR § 5.609(b)(5)]  
Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and worker's compensation.
- a. Periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for more than 12 months that are received in lieu of wages for workers' compensation continue to be included in annual income.
- 6.3.1.5. Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member. [24 CFR § 5.609(b)(6)]
- 6.3.1.6. *Civil action recoveries or settlements.* [24 CFR § 5.609(b)(7)]  
Amounts recovered in a civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a person with disabilities.
- 6.3.1.7. Income of a live-in aide, foster child, or foster adult as defined in 24 CFR §§ 5.403 and 5.603. [24 CFR § 5.609(b)(8)]
- 6.3.1.8. *Student financial assistance.* [24 CFR § 5.609(b)(9)]  
The full amount of student financial assistance paid directly to the student or to the educational institution as approved by HUD and provided in RHA's MTW Plan, as applicable.
- 6.3.1.9. 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. [24 CFR § 5.609(b)(10)]
- 6.3.1.10. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire. [24 CFR § 5.609(b)(11)]
- 6.3.1.11. 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). [24 CFR § 5.609(b)(12)(i)]
- 6.3.1.12. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. [24 CFR § 5.609(b)(12)(ii)]
- 6.3.1.13. Amounts received under 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. [24 CFR § 5.609(b)(12)(iii)]
- a. No resident may receive more than one such stipend during the same period.
- 6.3.1.14. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying federal, state, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded must be received under employment training programs with clearly defined goals and objectives. These amounts are excluded only for a limited period, determined in advance. [24 CFR § 5.609(b)(12)(iv)]
- 6.3.1.15. 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. [24 CFR § 5.609(b)(13)]
- 6.3.1.16. *Earned income of dependent full-time students.* Earned income (employment) of dependent full-time students more than the amount of the deduction for a dependent. Full-time students must be dependent family members and not the head of household, spouse, or co-head. [24 CFR § 5.609(b)(14)]

- 6.3.1.17. *Adoption assistance payments.* Adoption assistance payments more than the amount of the deduction for a dependent. [24 CFR § 5.609(b)(15)]
- 6.3.1.18. Payments from Supplemental Security Income, Social Security benefits and VA pensions that are received as periodic payments or as a lump sum amount. [24 CFR § 5.609(b)(16)]
- 6.3.1.19. *Veterans regular aid and attendance.* Amounts received by veterans in need of regular aid and attendance. This exclusion applies only to the veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse. [24 CFR § 5.609(b)(17)]
- 6.3.1.20. 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. [24 CFR § 5.609(b)(18)]
- 6.3.1.21. *Home-based care payments for family member(s) with disability(ies).* Payments made by or authorized by a state Medicaid agency or other state or federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Amounts received may be intended for items such as caregiving services, equipment, and compensation provided to a family member to enable the disabled household member to remain in the assisted unit. [24 CFR § 5.609(b)(19)]
- 6.3.1.22. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received to enable attendance at an educational institution or finance the purchase of a car). [24 CFR § 5.609(b)(20)]
- 6.3.1.23. *Payments received by tribal members.* Amounts received from Cobell or Tribal Trust Settlements as a result of claims relating to the mismanagement of assets held in trust by the United States to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law. [24 CFR § 5.609(b)(21)]
- 6.3.1.24. *Replacement housing "gap" payments.* Payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons who move from one federally subsidized housing unit to another. [24 CFR § 5.609(b)(23)]

- a. Such replacement housing “gap” payments are not excluded if the increased cost of rent and utilities is reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

6.3.1.25. *Non-recurring income.* Defined as temporary, non-recurring, or sporadic income that will not be repeated beyond the coming year based on information provided by the family. However, income received as an independent contractor, day laborer, or seasonal worker **is not excluded** from income, even if the source, date, or amount of the income varies. [24 CFR §§ 5.609(b)(24) and 891.105]

Some examples of non-recurring income include, but are not limited to:

- a. Amounts earned from the U.S. Census Bureau for employment lasting no longer than 180 days and not ending in permanent employment.
- b. Direct federal or state economic stimulus payments.
- c. Amounts directly received by the family as a result of state or federal refundable tax credits or federal tax refunds at the time they are received.
- d. Gifts for holidays or significant life events or milestones and non-monetary, in-kind donations.
- e. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

6.3.1.26. Civil rights settlements or judgements, including settlements or judgements for back pay. [24 CFR § 5.609(b)(25)]

6.3.1.27. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family. [24 CFR § 5.609(b)(26)]

6.3.1.28. *Family Self-Sufficiency (FSS) account.* Income earned on amounts placed in a family’s FSS account. [24 CFR § 5.609(b)(27)]

- 6.3.1.29. *Gross income from self-employment or operation of a business.* Gross income includes all income amounts received into the business, prior to the deduction of business expenses. Net income is the “gross income amount minus business expenses” that allow the business to operate. While gross income is excluded, net income is considered income. [24 CFR §§ 5.609(b)(24) and 5.609(b)(28)]
- 6.3.1.30. *Federally mandated exclusions.* Amounts that HUD is required by federal statute to exclude 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. As described in 24 CFR § 5.609(b)(22) HUD will publish notice in the Federal Register to identify and update benefits that qualify for this exclusion when necessary. Items listed below are those most recently listed by HUD as of January 31, 2024.
- a. The value of the allotment provided to an eligible household, regardless of the form of the allotment, under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]). This exclusion also applies to assets.
  - b. Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044[f], 42 U.S.C. 5058) are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for Nationals and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or great than the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greatest (42 U.S.C. 5044 (f)(1)). This exclusion also applies to assets.
  - c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). This exclusion also applies to assets.
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506). This exclusion also applies to assets.

- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1)). This exclusion also applies to assets.
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6). This exclusion also applies to assets.
- g. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion also applies to assets.
- h. Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
- i. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g).
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Product Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420 section 9(c)). This exclusion also applies to assets.
- l. 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 (42 U.S.C. 9858q).
- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets.

- n. The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95-433 section 2). This exclusion also applies to assets.
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
- q. Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c)).
- r. Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)). This exclusion also applies to assets.
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2)).
- t. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets.
- u. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L.

101-503 section 8(b)). This exclusion also applies to assets.

- v. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4)).
- w. Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*)
- x. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291 section 101(f)(2)). This exclusion also applies to assets.
- y. Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4)).
- z. Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement

proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407)

- aa. Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets
- bb. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113-295.), as described in Notice PIH 2019-09/H 2019-06 or subsequent or superseding notice is excluded from income and assets.
- cc. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116-260, section 501(j)), and the American Rescue Plan Act of 2021 (Pub. L. 117-2, section 3201). This exclusion also applies to assets.

#### 6.4. ADJUSTED INCOME

Adjusted income is the household's 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. [24 CFR § 5.611a]

HUD-allowable deductions from annual income include:

- 6.4.1. Dependent allowance.  
\$480 each (adjusted annually for inflation – see Appendix 6) for household 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.
- 6.4.2. Elderly/disabled allowance.  
\$400 (adjusted annually for inflation – see Appendix 6) per household for households whose head, spouse, or co-head is 62 or older or disabled.
- 6.4.3. 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 5 for values).

- 6.4.3.1. Participants who want to have their portion of rent calculated based on unreimbursed health and medical care expenses contrary to this policy, must request a hardship exemption in writing.
- a. To be considered for a hardship, participants must meet the following criteria: (1) the household's monthly rent is no less than RHA's established minimum rent, and (2) third-party documentation has been provided detailing all anticipated health and medical care expenses including monetary amounts and frequency.
    - If any part of the established criteria is not met, a hardship will not be granted.
- 6.4.3.2. The determination of allowable health and medical care expenses under an approved hardship are as follows:
- a. A deduction of health and medical care expenses in excess of three percent (3%) of annual income not compensated for or covered by insurance (including anticipated expenses for the next twelve (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).
  - b. Non-prescription medicines must be prescribed by a doctor or licensed health professional to be considered a medical expense.
  - c. Unreimbursed health and medical care expenses of all household members in households whose head or spouse is elderly or disabled.
  - d. Only third-party verified health and medical care expenses will be used with the following exceptions:
    - Prescriptions. The total participant paid amount on a print-out from a pharmacy for twelve (12) months will be allowed.
    - 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 twelve (12) months or the total on receipts dated within the last

twelve (12) months. The total of the receipts will be used and not multiplied by any number in an attempt to forecast prescription usage.

- Eyeglasses and/or contacts. Deductions based on receipts.
- 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.

6.4.4. Childcare expenses. Reasonable childcare expenses deducted for the care of children under thirteen (13) when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.

6.4.4.1. Childcare expenses must be reasonable when comparing the average childcare rates in RHA's jurisdiction. RHA will survey local childcare providers to establish these guidelines.

- a. If the hourly rate for childcare substantially exceeds the established guidelines, RHA may calculate the deduction based on the guideline amount.

6.4.4.2. 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.

6.4.4.3. 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.

6.4.4.4. In the case of a child attending private school, only after-hours care can be counted as childcare expenses.

6.4.4.5. 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 recertification. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense

being allowed.

6.4.5. Allowable disability assistance expenses. Deducted for attendant care or auxiliary apparatus for persons with disabilities to enable the individual or an adult household member to work if the expenses exceed three percent (3%) 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.

6.4.5.1. 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 (3%) of Annual Income, provided the amount calculated does not exceed the employment income earned.

6.4.5.2. 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 (3%) of Annual Income, provided the amount does not exceed earnings plus medical expenses as defined in this section.

## 6.5. MINIMUM INCOME

There is no minimum income requirement. Households who report zero income are required to complete self-certification of zero income at admission and at recertification without taking any additional steps to verify zero income. If the household's expenses exceed their known income, RHA may make inquiry of the head of household as to the nature of the household's accessible resources and documentation of expenditures may be required.

## 6.6. FORMULAS FOR CALCULATING INCOME-BASED RENT

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, RHA's MTW Plan where applicable, and through further instructions set forth in HUD Notices. If the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation is the tenant rent.

6.6.1. TTP formula. [24 CFR § 5.628]

The formula for the calculation of TTP is specific and not subject to interpretation. In the PH program, the "minimum household contribution" must be the greater of:

6.6.1.1. 30 percent (30%) of the family's monthly adjusted income, or

6.6.1.2. 10 percent (10%) of the family's monthly income, or

6.6.1.3. a minimum rent of \$100 as established by RHA.

## 6.7. UTILITY ALLOWANCE SCHEDULE

[24 CFR § 960.253(c)]

6.7.1. Utility allowances are provided to families paying income-based and flat rents and 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.

6.7.2. RHA reviews the utility allowance schedule annually. If the review finds a utility rate has changed by ten percent (10%) 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 recertification.

6.7.3. Utility reimbursement payments occur when any applicable utility allowance for resident-paid utilities exceeds the TTP. In circumstances where the utility allowance is greater than the household's contribution to rent, the household's rent will be zero.

## 6.8. HOUSEHOLD CHOICE IN RENTS

6.8.1. Authority for household to select. RHA shall provide for each household residing in a PH unit to elect annually whether the rent paid by such household be determined based on the household's income or the flat rent. RHA may not at any time fail to provide both such rent options for any PH unit owned or operated by RHA. [24 CFR § 960.253(f)]

6.8.2. Allowable rent structure.

6.8.2.1. *Flat rents.* [24 CFR § 960.253(b)]

In accordance with HUD regulations, RHA will establish a flat rent that is no less than 80% of the published Fair Markets Rent (FMR) for Washoe County. The flat rent amount for each dwelling unit is updated annually by RHA within 90 days of HUD publishing updated FMRs. Flat rents are:

- a. designed so that the rent structures do not create a disincentive for continued residency in PH 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.

- b. outside the income-based formula and are not affected by changes in family income, expenses, or composition.
  - RHA must 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. Once RHA determines a household has exceeded the over-income limit, RHA must review the household's income every twelve (12) months after the initial over-income determination unless the household's income fell below the over-income limit since the initial determination.

6.8.2.2. *Income-based rents.* [24 CFR § 960.253(c)]

Income-based rent is a tenant rent based on the family's income and RHA's policies for determination of such rents.

- a. Income-based rent must not exceed the total tenant payment (see Section 6.6.1.) for the family minus any applicable utility allowance for tenant-paid utilities.

6.8.3. Switching rent determination methods due to hardship. A family paying flat rent may, at any time, request to switch to payment of income-based rent (before the next annual option to select) if the family is unable to pay flat rent due to a financial hardship. [24 CFR § 960.253(g)]

6.8.3.1. A financial hardship includes the following:

- a. Situations in which the family's income has decreased because of changed circumstances, including loss or reduction of employment, death in the household, and reduction in or loss of earnings or other assistance.
- b. An increase in family expenses because of changed circumstances, medical costs, childcare, transportation, education, or similar items; and
- c. Such other situations as may be determined by RHA.

6.8.3.2. Once a family switches to income-based rent due to hardship, the family must wait until the next annual recertification to elect whether to pay income-based rent or flat rent.

## 6.9. MINIMUM RENT OR MINIMUM HOUSEHOLD CONTRIBUTION

6.9.1. The minimum rent or household contribution in the PH program is \$100.

6.9.2. Exception to minimum rent. RHA recognizes that in some circumstances even the minimum rent may create a financial hardship. RHA will review all relevant circumstances regarding financial hardship as it applies to the minimum rent. RHA's procedures and policies regarding minimum rent financial hardship are included as set forth by the Quality Housing and Work Responsibility Act of 1998. [24 CFR § 5.630(b)]

- 6.9.2.1. A minimum rent hardship exception will be granted if the family is unable to pay due to a financial hardship. Financial hardship includes the following situations:
- a. The family has lost eligibility or is awaiting an eligibility determination for federal, state or local assistance, including a household with a member who is a noncitizen 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.
  - b. The family would be evicted due to their inability to pay the minimum rent.
  - c. The income of the family has decreased because of changed circumstances, including loss of employment or death of a household member.
    - "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.
    - "Death in the family" for the purposes of exemption to minimum rent, includes head of household or spouse, or any household member on the PH lease.
  - d. Other circumstances as determined by RHA or HUD.

6.9.2.2. *Request for minimum rent hardship exception.* All requests for minimum rent hardship exceptions are required to be in writing and must include a statement on the family's hardship that qualifies for the exception.

- a. Documentation will be requested as proof of financial hardship.

6.9.2.3. *Suspension of minimum rent.* RHA will grant the minimum rent

exception to all households who request it, effective the first of the following month.

- a. Suspension means that RHA must not use the minimum rent calculation until RHA has made this decision. During the minimum rent suspension period, the household will not be required to pay minimum rent.
- b. The minimum rent will be suspended until RHA determines whether the hardship is (1) covered by statute and (2) temporary or long term.
- c. If RHA determines that the minimum rent is not covered by statute, RHA will reinstate the minimum rent beginning from the time of suspension.

6.9.2.4. *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 up to 90 days from the date of the household's request.

- a. At the end of the temporary suspension period, minimum rent will be reinstated retroactively back to the time of suspension. RHA will offer a repayment agreement to the household for rent amounts not paid during the temporary hardship suspension period.

6.9.2.5. *Long term duration hardships.* 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 family's request for exemption until the end of the qualifying financial hardship.

## 6.10. PRORATION OF ASSISTANCE FOR "MIXED" HOUSEHOLDS

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. [24 CFR § 5.520]

6.10.1. The family's TTP will be calculated as follows:

- 6.10.1.1. Determine the TTP in accordance with Section 6.6.1. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

- 6.10.1.2. Subtract the TTP from the established flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
- 6.10.1.3. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- 6.10.1.4. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”) to determine “eligible subsidy.”
- 6.10.1.5. The family’s rent is RHA’s established flat rent minus the amount of the eligible subsidy.
  - a. When the mixed family’s TTP is greater than the flat rent, RHA must use the TTP as the mixed family TTP. RHA subtracts from the mixed family TTP any established utility allowance, and the sum becomes the mixed family rent.

#### **6.11. INCOME CHANGES RESULTING FROM WELFARE BENEFIT REDUCTION**

This section applies to PH families who receive welfare assistance or other public assistance benefits under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance. [24 CFR § 5.615]

- 6.11.1. RHA will not reduce the rental contribution for households whose welfare assistance is reduced, in whole or in part, for a family member, as determined by the welfare agency, because of:
  - 6.11.1.1. Fraud by a household member in connection with the welfare program.
  - 6.11.1.2. Failure to participate in an economic self-sufficiency program.
  - 6.11.1.3. Noncompliance with a work activities requirement.
- 6.11.2. RHA will reduce the rental contribution if the welfare assistance reduction is a result of:
  - 6.11.2.1. The expiration of a lifetime or other time limit on receiving benefits.
  - 6.11.2.2. A situation where a household member 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.

- 6.11.2.3. A household member has not complied with other welfare agency requirements.
- 6.11.3. Imputed welfare income. A family's annual income includes the amount of imputed welfare income, plus the total amount of other annual income as determined in Section 6.6.1. Imputed welfare income is:
  - 6.11.3.1. not included in annual income if the household was not an assisted resident at the time of sanction.
  - 6.11.3.2. offset by the amount of additional income a household receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- 6.11.4. 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.

## CHAPTER 7: LEASING

PH leases are the basis of the legal relationship between RHA and the tenant. It is RHA's policy that all units must be occupied pursuant to a Dwelling Lease Agreement that complies with HUD's regulations. As such, 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. [24 CFR Part 966]

### 7.1. LEASE ORIENTATION

Eligible applicants selected for admission will be required to participate in RHA's lease orientation. The orientation will acquaint new families with the policies herein, the Dwelling Lease Agreement, maintenance procedures, services provided by RHA and tenant responsibilities and obligations in the units. An RHA representative will conduct the lease orientation with the head of the household, spouse (if applicable), and any other adult(s) over the age of 18. All adult household members are required to attend the lease orientation.

#### 7.1.1. Orientation agenda.

- 7.1.1.1. When households attend the lease orientation, they will be provided with:
- a. A copy of the lease.
  - b. A copy of RHA's grievance procedures.
  - c. A copy of the House Rules.
  - d. A copy of the Pet Policy.
  - e. A copy of the Non-Smoking Policy.
  - f. A copy of the Exterior Guidelines and Vehicle Regulations.
  - g. A copy of HUD's Notice of Occupancy Rights and accompanying certification form.
- 7.1.1.2. Topics to be discussed and explained to all families include, but are not limited to:
- a. Applicable deposits and other charges.
  - b. Orientation to the community and review of lease provisions.
  - c. Family choice of rent and terms of occupancy.
  - d. Community Service requirements.

- e. Unit maintenance requests and work orders.
- f. Lead hazard information and lead-based paint disclosure notice.

## 7.2. LEASE REQUIREMENTS

7.2.1. A Dwelling Lease Agreement will be executed between RHA and each tenant of a dwelling unit. The lease is to be kept current and include the following provisions as outlined in 24 CFR § 966.4(a)(1):

- 7.2.1.1. Unit address, apartment number, and any other information needed to identify the dwelling unit.
- 7.2.1.2. Term of the lease and renewal in accordance with 24 CFR § 966.4(a)(2).
- 7.2.1.3. A statement of what utilities, services, and equipment are to be supplied by RHA without additional cost, and what utilities and appliances are to be paid for by the tenant.
- 7.2.1.4. The composition of the household as approved by RHA (family members and any RHA-approved live-in aide). The family must promptly inform RHA of the birth, adoption, or court-awarded custody of a child. The family must request RHA approval to add any other family member as an occupant of the unit
- 7.2.1.5. HUD's regulations in 24 CFR Part 5, Subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply.

7.2.2. The initial term of the lease will be twelve (12) months and is automatically renewed for 12-month terms EXCEPT when the household is noncompliant with the Community Service requirements defined in Chapter 14 or when the household has exceeded the over-income limit for the previous 24 consecutive months as defined in Section 10.4.

- 7.2.2.1. As the Dwelling Lease Agreement automatically renews for terms of twelve (12) months, an annual signing process is not required.

## 7.3. EXECUTION OF LEASE

At the time of admission, the Dwelling Lease Agreement shall be executed by the head of household, co-head, spouse, and all other adult members of the household. An authorized representative will sign the lease on behalf of RHA.

- 7.3.1. The head of household assumes legal and financial responsibility for the family and will be provided with a copy of the executed lease.
- 7.3.2. The lease document will reflect current RHA policies as well as applicable federal, state, and local laws.
- 7.3.3. The following provisions govern lease execution and amendments:
  - 7.3.3.1. A lease is executed at the time of admission for all new tenants.
  - 7.3.3.2. A new lease will be executed if a tenant transfers from one RHA unit to another. The date of the annual recertification will remain unchanged.
  - 7.3.3.3. If, for any reason, the head of household ceases to be a member of the household, the lease may be cancelled. If the household is eligible for continued occupancy, a new lease will be executed and signed by the remaining household member qualifying as head of the household. The date of the annual recertification will remain unchanged.
  - 7.3.3.4. Lease signers must be persons legally eligible to execute contracts.
  - 7.3.3.5. 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 declaration shall be permitted to occupy the unit.
  - 7.3.3.6. Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by RHA. This adjustment becomes an attachment to the executed lease. Documentation will be included in the tenant's electronic or paper file to support proper notice.
    - a. If, at any time during the life of the Dwelling Lease Agreement, 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, the existing lease is to be cancelled and a new lease executed or an appropriate rider is to be prepared and made part of the existing lease.
  - 7.3.3.7. Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to RHA assistance, except for occupancy while serving

as the attendant for the participant household member.

- 7.3.3.8. RHA may modify its Dwelling Lease Agreement from time to time, giving tenants advance notice of the implementation of any changes and an opportunity to comment on the proposed changes. [24 CFR § 966.3]
- a. A resident's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### 7.4. MODIFICATIONS TO THE LEASE

If at any time during the term of the lease agreement, a change in the family's status results in the need for changing or amending any provision of the lease, (1) a new lease agreement will be executed, or (2) RHA will execute a Notice of Rent Adjustment and Household Composition, or (3) an appropriate addendum or insertion will be prepared and made a part of the existing lease.

- 7.4.1. Addition of household members. If a new household member is approved by RHA to reside in the unit, the lease will be modified to reflect the addition of the new member.
- 7.4.1.1. Requests to add new member(s) to the household must be approved by RHA prior to the proposed new member(s) moving in.
- a. Requests to add an adult member to the household will not be accepted within six (6) months of the date of the original lease unless approved by the Executive Director.
- 7.4.1.2. Following receipt of a family's request, the proposed new member will undergo a pre-admission screening, including the Criminal History Report. Only new members approved by RHA will be added to the household.
- 7.4.1.3. Factors determining household additions are:
- a. Resident plans to marry.
- b. Resident is awarded custody of a child over the age for which juvenile justice records are available.
- c. Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).
- d. 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.

7.4.1.4. The following household additions are not subject to pre-screening:

- a. Children born to a household member.
  - The head of household must submit an add-a-member packet within ten (10) days of the child's birth. The family will have 90 days, from the date of the child's birth, to provide RHA with an original Social Security card. With proper documentation, the household may request an extension before the 90 days have elapsed.
- b. Minor children, other than a newborn, can be added once custody is 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 stating 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.

7.4.1.5. Children of a live-in aide shall not be considered household members unless the head of household has legal custody.

7.4.1.6. No one will be added to the assisted household until documentation of citizenship and an SSN are received.

7.4.1.7. In such cases, where the addition of a new member who has not been born, married, or legally adopted into the household will affect the bedroom size required by the household based on RHA's occupancy standards, RHA will deny the addition.

7.4.1.8. 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 unauthorized occupants by RHA, and the entire

household will be subject to eviction. [24 CFR § 966.4(f)]

7.4.2. Removal of household members. If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended to reflect the removal of the household member.

7.4.2.1. *Removal of the head of household, co-head or spouse:*

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

7.4.2.2. *Removal of a minor child from the household:*

- a. 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 residing in the household.

7.4.2.3. Household members, age 18 and over, who move from the dwelling unit to establish new households shall be removed from the lease. The family must notify RHA of the move-out within ten (10) calendar days of this occurrence.

7.4.3. Changes in the head of household or co-head/spouse.

7.4.3.1. 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 cause the household to be deemed an elderly or disabled household or that cause an increase in subsidy size will not be processed without a change in household composition.

## 7.5. PAYMENTS UNDER THE LEASE

7.5.1. Rent payments. Tenant rent is due and payable at an RHA-designated location on the first of every month. [24 CFR § 966.4(b)(1)]

7.5.1.1. Any rent payment received will be applied to the oldest rent charges in the resident's ledger, except for debts currently under a repayment agreement.

7.5.2. Late fees and nonpayment penalties. [24 CFR § 966.4(b)(3)]

- 7.5.2.1. If the resident fails to make the rent payment by the sixth (6<sup>th</sup>) 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 resident for failure to pay rent, demanding payment in full, or the surrender of the premises.
- a. A late fee equal to five percent (5%) of the total rent amount due will be charged. Additional fees due to required laws under Nevada Revised Statute (NRS) for process servers and court filings will also be assessed to residents who do not comply with rent payment notices.
- 7.5.2.2. A charge of \$25 will be assessed against the resident for checks returned for non-sufficient funds (NSF), or checks written on a closed account.
- a. RHA will always consider the rent unpaid when a check is returned as NSF or if a check is written on a closed account.

7.5.3. Security deposits. New residents must pay a security deposit to RHA at the time of admission and execution of the lease. [24 CFR § 966.4(b)(5)]

- 7.5.3.1. RHA may permit installment payments of security deposits when a new resident demonstrates a financial hardship.
- a. Under the Security Deposit Loan Program, households can qualify for a payment plan to repay the security deposit.
- 7.5.3.2. RHA will hold the security deposit for the period the resident occupies the unit.
- 7.5.3.3. Within thirty (30) calendar days of move-out and notification of the resident's new address, RHA will refund the amount of the security deposit, less any amount needed to cover the cost of:
- a. Unpaid rent,
- b. Damages listed on the Move-Out Inspection Report that exceed normal wear and tear, or
- c. Other charges due under the lease.
- 7.5.3.4. RHA will provide the resident, or the person designated by the former resident in the event of a former resident's incapacitation or

death, with a written list of charges made against the security deposit. If the resident disagrees with the amount charged to the security deposit, RHA will provide a meeting to discuss the charges.

- 7.5.3.5. 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 management upon vacating the unit.
  - 7.5.3.6. RHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.
  - 7.5.3.7. If the resident transfers to another RHA owned unit, RHA will transfer any remaining security deposit from the previous unit to the new unit in accordance with Section 7.5.3.3. If a balance remains, the resident is responsible for paying the full security deposit for the “new” unit at the time of lease up.
- 7.5.4. Pet Deposit. Prior to bringing a pet onto the premises, residents shall pay a pet deposit to cover the cost of potential damages caused by having the pet in the unit. [24 CFR § 960.707(b)]
- 7.5.4.1. A pet deposit of \$200 is required for each pet up to a maximum of two (2) 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.
  - 7.5.4.2. Upon move-out, a deduction may be made for any damages caused by the pet(s) and for the destruction of fleas, deodorizing, and/or shampooing, regardless of how long the pet occupied the premises.
  - 7.5.4.3. RHA’s Pet Ownership Policy is herein incorporated by reference and more detailed information on pet ownership may be found in Chapter 13 of this policy.

## 7.6. UTILITY SERVICES

- 7.6.1. Tenants responsible for direct payment of utilities must abide by all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.
- 7.6.2. Maintaining utility services during tenancy is the tenant’s obligation under the lease. Failure to maintain services and pay utility bills is a violation of the lease agreement and grounds for eviction.

**7.7. NON-SMOKING POLICY**

All PH units, interior and outdoor areas within 25 feet of PH units, and administrative office buildings are non-smoking. Residents and their guests must adhere to RHA's non-smoking policy. [24 CFR § 965.653]

**7.8. MODIFICATIONS TO THE LEASE FORM**

Schedules of special charges for services, repairs, utilities and rules and regulations are subject to modification or revision. Modifications that are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the Property Manager's office. Residents and resident organizations will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions, and given the opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

7.8.1. A copy of such notice shall be posted in the RHA's Administrative Office and mailed or emailed to the resident(s).

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

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

**7.9. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES**

[24 CFR § 8.27(a) and (b)]

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

7.9.1.1. First, to a current occupant of another unit of the same development, or other PH developments under RHA's control, who have a disability requiring the accessibility features of the vacant unit but are occupying a unit not having such features.

7.9.1.2. Second, to an eligible applicant on the waiting list having a disability requiring the accessibility features of the vacant unit.

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

**7.10. ADDITIONAL TENANT OBLIGATIONS UNDER THE LEASE**

- 7.10.1. Visitor/guest length of stay. The resident may not allow visitors to stay overnight more than fourteen (14) days in a twelve (12) month period.
- 7.10.1.1. The household must request RHA approval prior to visitors arriving who will be in the unit more than fourteen (14) days.
- 7.10.1.2. Visitors who remain beyond fourteen (14) days shall be considered unlawful borders, and their presence constitutes a breach of the lease.
- 7.10.2. 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.
- 7.10.3. 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.
- 7.10.4. Residents are not permitted to allow a former tenant of RHA, who has been evicted, to occupy the unit for any length of time.
- 7.10.5. Absence from the unit. 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 them in the event of an emergency. Failure to advise RHA of extended absences is grounds for termination of the lease.

**7.11. 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 Chapter 10 of this policy.

## CHAPTER 8: TRANSFER POLICY

RHA will transfer residents based on RHA initiated actions or approved resident requests. 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.

### 8.1. TRANSFER POLICY OVERVIEW

RHA's Transfer Policy outlines the types of transfers administered by RHA, which transfers are mandatory, and which are optional, as well as eligibility requirements. Emergency and mandatory transfer types will take precedence over new admissions from an RHA wait list.

8.1.1. Transfer categories and processing order. RHA will process transfers by the order that the family was placed on the transfer list, starting from the earliest date.

8.1.1.1. *Emergency transfers.*

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

8.1.1.2. *Mandatory transfers.*

- a. Occupancy standards transfers.
- b. Transfers to make an accessible unit available.
- c. Demolition, disposition, revitalization, or rehabilitation transfers.

8.1.1.3. *High-Priority Tenant-Initiated Transfers.*

- a. Reasonable accommodation.
- b. Verified threat.

8.1.1.4. *Regular-priority tenant-initiated transfers.*

- a. Overcrowded.

8.1.1.5. *Optional PHA-initiated transfers.*

- a. Project-Based Voucher Mobility transfers.

8.1.2. Additional transfer considerations.

- 8.1.2.1. With the approval of the Executive Director or his/her designee, RHA may on a case-by-case basis, transfer a family, without regard to their placement on the transfer list, to address the immediate need of a family in crisis.
- 8.1.2.2. Upon written request from the family, a transfer may be made by dividing members into two separate households, both of whom must meet full initial eligibility requirements. The Executive Director or his/her designee will review and approve the transfer request if appropriate.
- 8.1.2.3. Demolition and renovation transfers will gain the highest priority as necessary to allow 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 necessary schedules.
- 8.1.2.4. RHA will not grant a transfer request solely to accommodate neighbors who “cannot get along” or to resolve domestic disputes.

## 8.2. EMERGENCY TRANSFERS

Emergency transfers are needed to ensure the health and/or safety of one or more family members. Emergency transfers take precedence over new admissions and all other transfers and may 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.

8.2.1. The following are considered an emergency circumstance warranting an immediate transfer of the tenant or family:

- 8.2.1.1. *Hazardous maintenance conditions.* If the dwelling unit is damaged to the extent that conditions are hazardous to life, health, or safety of the occupants, RHA will offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. [24 CFR § 966.4(h)]
  - a. This includes maintenance conditions at 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 include: a gas leak, lack of heat during winter months, no water or serious

water leaks, toxic contamination, or imminent danger from criminal activity.

8.2.1.2. *Violence Against Women Act (VAWA)*. RHA will immediately process requests for transfers for residents with a verified incident of domestic violence, dating violence, sexual assault, or stalking. To request an emergency transfer under VAWA, the resident is required to submit an Emergency Transfer Request form (HUD-5383).

- a. RHA may, on a case-by-case basis, waive this requirement and accept a verbal request to expedite the transfer process. Transfer requests under VAWA will be processed in accordance with the VAWA Emergency Transfer Plan, incorporated by reference for any such resident.

8.2.2. Emergency transfer procedures.

8.2.2.1. If the transfer is necessary because of maintenance or other emergency conditions, and an appropriate unit is not immediately available, RHA will provide temporary accommodations to the resident by arranging for temporary lodging at a hotel or similar location.

- a. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired within a reasonable amount of time, RHA will transfer the resident to the first available and appropriate unit after the temporary relocation.
- b. Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.

8.2.2.2. If the transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, or stalking, RHA will process the request immediately. RHA will allow a resident to make an internal emergency transfer under VAWA when a safe unit is immediately available if the resident believes that there is a threat of further imminent harm should they remain in the unit. A resident may also be eligible if they have been a victim of sexual assault that occurred on the premises within 90 days preceding the submittal of the Emergency Transfer Request. These eligibilities apply regardless of whether the participant is in good standing.

- a. RHA defines immediately available as a vacant unit that is ready for move-in. If an internal transfer to a safe unit is not

immediately available, at the request of the resident, RHA will assist in seeking an external emergency transfer either within or outside of RHA's programs.

### **8.3. MANDATORY TRANSFERS (RHA INITIATED)**

RHA may require that a family transfer to another unit under certain circumstances. Transfers initiated by RHA are considered a "mandatory" move for the resident.

8.3.1. The following circumstances are considered mandatory transfers:

- 8.3.1.1. Occupancy standards. 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.
- a. 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.
  - b. Over-housed: the family no longer qualifies for the bedroom size they are living in due to a member moving out. For example, a household may be considered over-housed when an adult child moves out of the unit.
    - Based on the agency's occupancy standards, RHA may transfer a family, who was initially placed in an over-housed unit, to one of an appropriate size. To prevent vacancies, RHA may also elect not to transfer an over-housed family.
- 8.3.1.2. To make an accessible unit available. If a family is living in an accessible unit and the family does not require the accessible features, RHA will transfer the family to the first appropriate and available unit without the accessibility amenities.
- a. RHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features.
- 8.3.1.3. Demolition, disposition, revitalizations, or rehabilitation. To enable RHA to engage in major rehabilitation, development, demolition, or disposition activities that will improve the housing stock in its portfolio, a family may be required to relocate temporarily or permanently.

- a. 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, disposed of, or demolished.
- b. RHA's relocation plan may or may not require transferring affected families to other available PH units. In certain situations, the family may be offered temporary relocation if allowed for under Relocation Act provisions and, if applicable, the family may be allowed to return to their unit or to another unit within the same development once rehabilitation is complete.

#### 8.4. RESIDENT-INITIATED TRANSFERS

RHA is under no regulatory obligation to approve resident-initiated transfer requests other than for a reasonable accommodation. RHA will consider the following requests for resident-initiated transfers: (1) to alleviate a serious or life-threatening medical condition, (2) due to a verified threat of physical harm or criminal activity, (3) a reasonable accommodation, (4) to allow the family to move to a different size unit as long as occupancy standards are met, and (5) to allow the family to transfer to a location closer to employment. No other types of transfer requests will be considered.

8.4.1. Residents requesting a transfer to another unit or development will be required to submit a written request for a transfer. Within a reasonable time of receiving the submitted request, RHA will (1) respond by approving the transfer and placing the family on the transfer list, (2) by denying the transfer, or (3) by requiring more information or documentation from the family.

8.4.1.1. If RHA denies the request for a transfer, the family will be informed of their grievance rights.

8.4.2. The following resident-initiated requests will be processed as high-priority:

8.4.2.1. *Reasonable accommodation.* When a family requests a transfer for a reasonable accommodation, RHA will encourage the resident to make the request in writing using a reasonable accommodation request form. RHA will consider the transfer request any time the resident indicates that an accommodation is needed, regardless of whether a formal written request is submitted.

8.4.2.2. *Verified threat.* When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at 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, domestic violence, dating violence, sexual assault, or stalking.

8.4.3. Regular-priority resident-initiated.

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

8.4.4. Good record requirements. RHA will only consider resident-initiated transfer requests from those who meet "good record" requirements, except when VAWA or a reasonable accommodation transfer is being requested. 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.

8.4.4.1. Good record requirements are as follows:

- a. Has not engaged in criminal activity that threatens the health and safety of residents and staff.
- b. No pattern of late payment of rent and no back rent or other charges are owed.
- c. No housekeeping lease violations or history of damaging property and is not being monitored for unit abuse. A resident with housekeeping lease violations or unit abuse monitoring will not be transferred until the resident passes a follow-up housekeeping inspection or is removed from the unit abuse monitoring list.
- d. Able to get utilities turned on in the name of the head of household, spouse, or co-head (applicable only to properties with tenant-paid utilities).

## 8.5. OPTIONAL RHA-INITIATED TRANSFERS

8.5.1. Project-Based Voucher Mobility transfers. PH families with children who meet each of the eligibility criteria are given preference to participate in RHA's Mobility Demonstration program. Selections are made in a series of lottery drawings based on family and unit size. Those opting in and selected to participate, move out of their occupied PH unit and into a PBV assisted unit through the Rental Assistance program.

8.5.1.1. The following eligibility requirements for participation are considered for families with children who have resided in PH for at least two years:

- a. No significant housekeeping issues or any tenant-caused damages reported on inspections other than normal wear and tear.
- b. No current debt to RHA.
- c. No history of unlawful boarders or unreported income.
- d. No significant lease violations.

8.5.1.2. If there are insufficient eligible PH families who opt in for the Mobility Demonstration PBV properties, the Executive Director may modify the eligibility criteria to allow more residents to apply.

8.5.1.3. Upon unit availability, eligible PH families will be notified of their option to be placed on the transfer list and in the wait list pool managed by the Director of Asset Management. Eligible families will be entered into a lottery based on income, required bedroom size, and requested geographical locations.

- a. Only appropriate sized households for each available unit will be randomly selected from the wait list pool.
- b. Families have the right to refuse any property offered to them. If a family refuses, they are put back in the pool.
- c. Families accepting a property are transferred to the new unit with a PBV.

8.5.1.4. Exceptions to the eligibility requirements may be made when it is to RHA's advantage to make the transfer or when 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.

## 8.6. UNIT ACCEPTANCE OR REFUSAL

Tenants will receive one (1) offer of a transfer, unless good cause is provided. Transfer offers will be made in person or by telephone and confirmed by letter.

8.6.1. Mandatory transfers. Refusals of mandatory transfer offers initiated by RHA without good cause may result in lease termination.

8.6.2. Resident-initiated transfers. Offers based on resident-initiated requests and refused without good cause will result in the family's removal from the transfer

list. In such cases, the family must wait six (6) months to reapply for another transfer.

8.6.3. Good cause refusal. Documentation must be submitted to RHA within three (3) business days of the unit offer date for any good cause unit refusals. 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.

8.6.3.1. Examples of good cause refusal of an offer for a unit under RHA's transfer policy includes, but is not limited to, the following:

- a. The family demonstrates to 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.
- b. The family demonstrates to 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, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family.
- c. 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.
- d. The unit is inappropriate for the tenant's disabilities, or the family does not need the accessible features in the unit offered.

## 8.7. COST OF TRANSFER

8.7.1. Residents shall bear the cost of transfers to correct occupancy standards, resident-initiated transfers, mobility transfers, or any other voluntary transfer offer.

8.7.2. RHA will bear the reasonable cost of transfers for demolition, disposition, rehabilitation, building system failures, or emergency conditions due to no fault of the resident. RHA will bear the reasonable cost of transfers needed as a

reasonable accommodation for residents with disabilities, in accordance with RHA's Reasonable Accommodation Policy and Procedures.

- 8.7.2.1. 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 utility services such as electricity and gas. RHA will reimburse the family for eligible out-of-pocket expenses up to RHA's established moving allowance.

## CHAPTER 9: RECERTIFICATION OF FAMILY INCOME & ELIGIBILITY

RHA is required to review each family's income and composition periodically and to adjust the family's rent accordingly. The frequency with which RHA must reexamine income and family composition depends on whether the family pays income-based rent or flat rent. This chapter defines RHA's policy for conducting income and eligibility recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting. [24 CFR Part 960 Subpart C, §§ 5.613 and 5.615]

### 9.1. RECERTIFICATION OVERVIEW

After initial occupancy, families have their income recertified annually or triennially. At the time of recertification, income, employment, allowances, SSNs, and any additional data deemed necessary will be verified. Verified information will be reviewed and a determination will be made with respect to eligibility for continued occupancy, the appropriate unit size for the family, and the amount of rent the family should pay.

9.1.1. Annual recertification. Three (3) months prior to the end of the family's first year of participation, and each year thereafter, staff will recertify household income, assets, and allowances.

9.1.1.1. *Notifications.* Residents will receive notification, either electronically or in writing, of their required annual recertification. This notice will include:

- a. The date and time of the interview if the household is required to attend in person or the date that the recertification process must be completed if submitting electronically.
- b. All documents listed in the notice must be brought to the interview, mailed back, or provided electronically by the required deadline.

9.1.1.2. *Annual interview.* The annual interview will be thorough with each item of information applicable to the family being reviewed including, but not limited to, family composition, income and asset information, standard medical deduction qualifications, and childcare expenses. Staff will provide the family with an estimate of the tenant's portion of rent and the effective date of any rent changes, subject to verification.

9.1.1.3. *Choice of rent.* Annually, RHA will offer all PH families a choice of income-based rent or flat rent, with an estimate of what the income-based rent would be and a statement of what the current flat rent is. Families who choose to pay flat rent are required to

have their family composition reviewed annually with a recertification of income, deductions, and allowances at least once every three (3) years, except for those families who have exceeded the over-income limit. [24 CFR § 960.257]

- a. A family who has exceeded the over-income limit, must have their income reviewed every twelve (12) months following the initial over-income determination unless the family's income decreases below the over-income limit.

9.1.1.4. *Requirement to attend.* All adult family members are required to attend the annual interview.

9.1.1.5. *Failure to complete the annual recertification.*

- a. When a family misses one (1) annual recertification interview appointment, the appointment will be rescheduled with a notice sent to the family. The notice will assert that failure to appear for the second appointment will result in termination of the lease. If a family misses the second appointment, a Thirty Day Notice to Vacate will be issued.
- b. If a family fails to submit an electronic recertification within 30 days of the first notification, a second notice will be sent reminding them to complete the recertification process. The notice will assert that failure to complete the recertification process within the next 30 days will result in termination of the lease. If a family fails to complete the recertification process by the deadline defined in the notice, a Thirty Day Notice to Vacate will be issued.

9.1.1.6. *Persons with disabilities.* Persons with disabilities who are unable to complete the electronic recertification can come to RHA's office. If required, an accommodation of conducting the interview at the resident's home will be granted.

9.1.1.7. *Changes in rent.* If there is any change in rent, including change in the family's choice of rent, a Notice of Rent Adjustment will be issued. [24 CFR § 966.4(c)]

9.1.1.8. *Rent increases.* If a family's rent increases, a 30-day notice will be mailed or sent electronically to the family prior to the recertification effective date.

- a. If less than 30 days are remaining before the recertification

effective date, the rent increase will be effective on the first day of the second month following the 30-day notice.

- b. If there has been a misrepresentation or a material omission by the household, or if the household causes a delay in the recertification process, there will be a retroactive increase in rent to the recertification effective date.
- c. If, during the annual recertification, the family's income is equal to or exceeds 120% of AMI, the family will be notified that they have exceeded the over-income limit and are now permitted to reside in PH for a period not to exceed 24 consecutive months.
  - If the family continues to exceed the over-income limit for 24 consecutive months, RHA will terminate tenancy by issuing a Notice to Vacate. The notice will inform the household that they must submit a notice to vacate the unit within 90 days.
  - If the family fails to vacate the PH unit within 60 days of the Notice to Vacate issuance, RHA will issue a 30-Day Notice to Vacate.

9.1.1.9. *Rent Decreases.* When a family reports a change that results in a decrease in income, RHA will make the appropriate change following proper verification.

- a. RHA calculates resident rent based on annual income. As such, any decrease must be at least 30 calendar days duration to substantially alter the annual income and process the rent decrease.
- b. 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.

#### 9.1.2. Triennial recertifications.

9.1.2.1. Elderly/disabled families 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 9.1 and 9.3 apply to triennial recertifications.

## 9.2. INTERIM REECERTIFICATIONS

All PH residents are required to report changes in family assets or income, and household composition or circumstance within ten (10) days of the change occurring. Participants are advised of this requirement at lease execution and during any annual or triennial recertification. When a household reports a change, the head of household or co-head/spouse 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. Refusing to provide the required data to verify the change are grounds for termination of assistance.

9.2.1. Decrease in income. When a family experiences a decrease in income, RHA will, after proper verification, make the appropriate change based on the following:

9.2.1.1. An electronic update or written report must be received by RHA within ten (10) days of the reported change. The rent decrease will be effective the first day of the month following the date the household reported the change.

9.2.1.2. When a family does not report the decrease within ten (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. This rent decrease will not be retroactive to reflect the late reporting of any loss of income.

9.2.1.3. Because rent is based on annual income, any decrease must be of at least 30 days duration to substantially alter the annual income and process the decrease.

9.2.1.4. A resident's monthly rent will not be decreased when a decrease in income is the result of noncompliance with the conditions of housing assistance, or when housing assistance is decreased due to fraud.

9.2.1.5. For new participants, a rent decrease, if reported on time, will be processed 30 days after lease-up, effective the first of the month following.

9.2.2. Increase in income. When a family's monthly income increases, a rent increase will not be processed until the next annual recertification.

- 9.2.2.1. RHA will process interim recertifications and redetermine the family's rent under the following circumstances:
- a. The family has experienced a change in household composition.
  - b. The resident is participating in IMPACT with a signed contract of participation. IMPACT participants can request that RHA process the interim to update the amount being contributed to the resident's escrow account.
  - c. An interim decrease was processed and the household was not entitled to the decrease due to fraud, misrepresentation, or a loss of income that was not at least 30 days in duration.

9.2.2.2. If the income change reported increases family income such that it equals or exceeds 120% of AMI, the family will be notified that they have exceeded the over-income limit and are now permitted to reside in PH for a period not to exceed 24 consecutive months, which is considered the grace period.

- a. If the family continues to exceed the over-income limit for 24 consecutive months, RHA will terminate tenancy by issuing a Notice to Vacate. The notice will inform the household that they must submit a notice to vacate the unit within 90 days.
- b. If the family fails to vacate the PH unit within 60 days of the Notice to Vacate issuance, RHA will issue a 30-Day Notice to Vacate.

9.2.3. Income changes resulting from welfare program requirements. [24 CFR § 5.615]

9.2.3.1. RHA will not reduce the family's share of rent for those whose welfare assistance is reduced due to a "specified welfare benefit reduction." This is a reduction in welfare benefits 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.

9.2.3.2. RHA will reduce the family's share of 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.

- 9.2.4. Other interim changes. Interim changes may also be initiated by RHA if circumstances warrant such actions. Examples include, but are not limited to, tenant failure to report accurate or complete information, temporary unemployment, unstable or sporadic income.

### 9.3. REMOVAL OF FAMILY MEMBERS

- 9.3.1. Removal of the head of household, co-head or spouse, or any other adult member, requires a notarized statement from the individual requesting to be removed. The individual may also meet with RHA staff, present their current photo identification and make a written statement removing themselves from the lease.

- 9.3.2. Retention of housing assistance by remaining members. To be considered the remaining member of the assisted family, the individual must be on the lease and approved to be living in the PH unit.

9.3.2.1. A reduction in family size may require the family to transfer to an appropriately sized unit.

9.3.2.2. A live-in aide, by definition, is not a member of the family and will not be considered as a remaining member.

9.3.2.3. For a minor child to continue to receive assistance as a remaining family member, the court must have awarded the minor with emancipated status.

### 9.4. ADDITION OF APPROVED FAMILY MEMBERS

Individuals must meet all program eligibility requirements and supply all required documents before being approved by RHA as an additional household member and moving into a PH unit. RHA will not conduct a recertification to add an additional member to the household until all required documentation and verifications are received.

- 9.4.1. Citizenship and SSN.

RHA will not approve the addition of any individual to the assisted household until documentation of citizenship and a SSN are received.

9.4.1.1. Households requesting to add minors under the age of six (6) must disclose any SSN issued and provide verification within 90 days. If no SSN has been issued, the family has 90 days to disclose an SSN and provide documentation.

- a. If the family provides documentation that a delay in providing

an SSN is caused by factors beyond the household's control and the household has made every effort to obtain the documentation, a 90-day extension can be granted.

9.4.2. Addition of adult household members.

The family must state whether they are requesting the individual be added as the co-head or other adult. The individual who is applying to join the household, must be determined eligible and in compliance with Chapter 5 of this policy.

9.4.3. Addition of minor household members.

9.4.3.1. *Newborn.* The head of household must complete and submit an add-a-member packet within 30 days of the child's birth. The family will have 90 days from the date of the child's birth to provide RHA with the original Social Security card.

- a. The household may request a 90-day extension before the 90 days has elapsed and may be required to provide documentation supporting the need for the extension.

9.4.3.2. *Other minor children.* For a minor, other than a newborn, to be added to an assisted household, the family must show documentation that custody has been obtained.

- a. If custody has been awarded by a court proceeding, the court determination must be provided.
- b. If there is 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. The statement and self-certification should note who has 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 member of the household.
- c. Children of a live-in aide shall not be considered household members unless the head of household has legal custody.

9.4.4. Requests to change head of household or co-head/spouse will only be processed upon verification of a medical need or based on a change in household composition. Changes that result in the household being deemed elderly or disabled, will not be processed without a change in household composition.

**9.5. REPORTING CHANGES IN HOUSEHOLD COMPOSITION**

- 9.5.1. All changes in household composition must be reported within ten (10) days of the occurrence in writing.
- 9.5.2. All members of the family who are residing in the unit must have been approved by RHA. Other than those due to birth, adoption, or court-awarded custody, before any new member can reside in the unit, the family must request approval from RHA to add additional member to the household.
- 9.5.3. RHA will not approve the addition of household members where the occupancy standards would require a larger size unit other than by birth, adoption, marriage, or court-awarded custody.
- 9.5.4. If a member of the family is removed from the lease, the head of household or spouse/co-head must submit a statement acknowledging their requirement to notify RHA if the removed member returns to the household for any length of time that is longer than the visitor period allowed for in the lease.
- 9.5.5. Absence from the unit. The family may be absent from the unit for brief periods. Any absences from the unit will be evaluated by RHA in accordance with HUD regulations and this policy. [24 CFR §§ 983.256(g) and 982.312]
- 9.5.5.1. Temporarily/permanently absent household members. RHA must include income of every household member who is on the lease, including those who are temporarily absent. Any member of the family will be considered permanently absent if s/he is away from the unit for 90 days, except as otherwise provided for in this policy.
- a. A member of the household who is subject to a court order that restricts him/her from the home for more than 90 days will be considered permanently absent.
- 9.5.5.2. Absence of Entire Household. Households are required to notify RHA about any anticipated absences from the unit for more than one (1) calendar week. The absence of the entire household means that no member of the family is residing in the unit and the family has not notified RHA of their absence from the unit or of their intent to vacate.
- a. If the entire household is absent from the unit for more than 30 consecutive days without RHA approval, RHA will consider the unit vacated and assistance will be terminated.
- b. 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.

- c. To determine if the entire household is absent from the unit, RHA may:
  - Conduct a home visit.
  - Write letters to the household at the unit.
  - Post letters on exterior door.
  - Interview neighbors.
  - Verify if utilities are in service.
  - Check with the Post Office for a forwarding address.
  - Reach out to the family's emergency contact.
- d. A person with a disability may request an extension of absence time as a reasonable accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days.
- e. 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, RHA may reinstate the household as a reasonable accommodation. Such reinstatements must be requested by the family and funding must be available.

9.5.5.3. *Absence due to medical reasons.* If any member of the family leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, RHA will seek advice from a reliable qualified source as to the likelihood and timing of their return.

- a. If verification indicates that the family member will be permanently confined to a nursing home, the household member will be considered permanently absent. Verifications that indicate the family member will return in less than 90 consecutive days will not be considered permanently absent.
- b. If any member who is determined to be permanently absent, is the sole member of the household, their assistance will be terminated in accordance with RHA's "Absence of Entire Household" policy.

9.5.5.4. *Absence due to full-time student status.* 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.

9.5.5.5. *Absence due to incarceration.* If the sole member or any other member of the household is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent.

- a. 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.

9.5.5.6. *Absence of minors due to placement in foster care.* If the family includes minor(s) who are temporarily absent from the unit due to their placement in foster care, RHA will determine from the appropriate agency when the child(ren) will be returned. If a minor has been removed from the home permanently, the family may be placed on the transfer list in accordance with RHA's occupancy standards.

9.5.6. Caretaker for minor(s). If neither parent remains in the household and an appropriate agency has determined that another adult is to be brought into the assisted unit to serve as a caretaker for minor child(ren) for an indefinite length of time, RHA will treat that caretaker as a visitor for the first 30 days.

9.5.6.1. If, by the end of 30 days, court-awarded custody or legal guardianship has been awarded to the caretaker, RHA will transfer to the unit to the caretaker.

- a. If the appropriate agency cannot confirm the guardianship status of the caretaker, RHA will review the status at 30-day intervals.

9.5.6.2. If custody or legal guardianship has not been awarded by the court but the action remains in progress, RHA will require verification of legal status from social services or the attorney.

- a. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody has been made.

9.5.6.3. When RHA approves another adult to reside in the unit as caretaker for minor child(ren), income will be counted pending a final disposition. RHA will work with the appropriate service agencies to

provide a smooth transition in these cases.

- 9.5.7. Visitors. Any adult not included on the Dwelling Lease Agreement, 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, is considered by RHA to be living in the unit as an unauthorized household member.
- 9.5.7.1. The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, RHA will terminate assistance.
- 9.5.7.2. RHA may consider the following when making determinations to terminate assistance:
- a. Lack of evidence of any other address will be considered verification that the visitor is an unauthorized member of the household.
  - b. Statements from neighbors.
  - c. 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.
- 9.5.7.3. 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.
- 9.5.7.4. 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.
- 9.5.8. Remaining member of household – retention of unit. To be considered the remaining member of the household, the member must have been previously approved by RHA and included on the Dwelling Lease Agreement. A reduction in household size may require a transfer to the appropriately sized size unit. [24 CFR § 982.315]
- 9.5.8.1. A live-in aide, by definition, is not a member of the household and will not be considered a remaining member of the household.
- 9.5.8.2. For a minor child to continue to receive assistance as a remaining member of the household, the court must have awarded the minor with emancipated status, 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.

- 9.5.9. Continuation of assistance for mixed families. [24 CFR § 5.518]
- 9.5.9.1. Under the noncitizens rule, mixed families means a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. A mixed family may receive continued housing assistance.
- 9.5.9.2. Mixed families who were participants on June 19, 1995, shall continue receiving assistance if they meet the following criteria:
- a. The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND
  - b. The household does not include any ineligible immigrants other than the head of household, spouse, any parents of the head of household, any parents of the spouse, or any children of the head or household or spouse.
- 9.5.9.3. Mixed families who were entitled to continued assistance before November 29, 1996, must meet the criteria for continued assistance as described in section 9.6.9.2.
- 9.5.9.4. Mixed families who qualify for continued assistance after November 29, 1996, will receive prorated assistance only. [24 CFR § 5.518]
- 9.5.9.5. If the family does 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 6). RHA will no longer offer temporary deferral of termination.

## 9.6. DE MINIMUS ERRORS

Once 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.

- 9.6.1. 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.
- 9.6.2. Overcharged rent. In instances where RHA miscalculated income resulting in the family being overcharged for rent, including de minimis errors, RHA will provide an immediate rent credit.

## CHAPTER 10: LEASE TERMINATIONS

RHA requires all families to abide by their tenant obligations and Dwelling Lease Agreement to remain in good standing for continued occupancy in the PH program. RHA may terminate tenancy for a family should the family's action, or failure to act, not be in accordance with HUD regulations and the terms of the lease.

### 10.1. OVERVIEW

RHA or the head of household may terminate tenancy at any time in accordance with the terms of RHA's Dwelling Lease Agreement and all applicable federal, state and local laws. This chapter describes RHA's policies for notification of lease termination and the related provisions of the lease. [24 CFR § 966.4]

### 10.2. TENANT-INITIATED LEASE TERMINATION

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

### 10.3. LEASE TERMINATION BY RHA

The lease agreement may be terminated by RHA at any time by giving written notice to the resident for serious or repeated violations of material terms of the lease as outlined in 24 CFR § 966.4(l). Such violations include, but are not limited to

- 10.3.1. Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent.
- 10.3.2. Being over the income limit for the program, as provided in 24 CFR § 960.507 (see Section 10.4).
- 10.3.3. No longer meeting the restrictions on net assets and property ownership as provided in 24 CFR § 5.618.
- 10.3.4. Discovery of false material statements, ineligibility following admission, or the failure of the resident to provide timely and accurate statements of income, assets, expenses and family composition in connection with an application for assistance or recertification.
- 10.3.5. Failure to provide consent. If any family member fails to execute RHA's Release of Information (HUD-9886 approved equivalent), as part of a required recertification process, RHA will terminate the lease. This consent form is required to be executed once a child turns 18 and continues to reside in the household, when another adult is added to the household, or as otherwise required by RHA.
- 10.3.6. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers.

- 10.3.7. 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.
- 10.3.8. Failure to abide by necessary and reasonable rules made by RHA for the benefit and well-being of the housing project and the tenants.
- 10.3.9. Failure to abide by applicable building and housing codes materially affecting health or safety.
- 10.3.10. Failure to keep the unit and other such areas as may be assigned for exclusive use in a clean and safe condition.
- 10.3.11. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner.
- 10.3.12. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner.
- 10.3.13. Failure to: (a) maintain utility service in the resident's name for all utilities other than those named in Part II of the Dwelling Lease Agreement, (b) to promptly pay any utility bills for utilities supplied to the resident by a direct connection to the utility company, or (c) to avoid disconnection of utility service for such utilities.
- 10.3.14. Acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- 10.3.15. Disabling, altering, or relocating any smoke detectors.
- 10.3.16. 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 caused by the resident, a member of the household, or a guest.
- 10.3.17. Failure of the resident to act, and cause household members or guests to act, in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition
- 10.3.18. The resident, any member of the resident's household, a guest, or any other person under the resident's control, shall not engage in criminal activity, including drug-related criminal activity, *on or off* the PH premises (as defined in the lease), while the resident is residing in PH. 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]).

10.3.18.1. If contraband or a controlled substance is seized on the PH premises, incidental to a lawful search or arrest, RHA will initiate the termination the lease.

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

10.3.20. Noncompliance with noncitizen rule requirements.

10.3.21. Failure of a family member to comply with Community Service provisions.

10.3.22. 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.

#### 10.4. TERMINATION OF FAMILIES EXCEEDING THE INCOME LIMIT

Families participating in the PH program must not have incomes that exceed the over-income limit for more than 24 consecutive months. [24 CFR § 960.507]

10.4.1. Determination of 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), by a factor of 2.4.

10.4.2. Notifying over-income families. Once RHA determines a family has exceeded the over-income limit pursuant to an income recertification, the following steps will be taken to notify families:

10.4.2.1. *Initial determination.* No later than 30 days following the initial over-income determination, RHA will provide written notice to the family.

- a. 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.
  - Should the family dispute the over-income determination, within a reasonable time, the notice will provide information on how to request a hearing.

10.4.2.2. *12 months after initial determination.* RHA will conduct an income

recertification 12 months after the initial over-income determination, unless the family's income fell below the over-income limit following the initial determination. If the family has exceeded the over-income limit for 12 consecutive months, RHA will provide written notification no later than 30 days following the 12-month continued over-income determination.

- a. The notice will 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.
  - Should the family dispute the continuing over-income determination, within a reasonable time, the notice will provide information on how to request a hearing.

10.4.2.3. *24 months after initial determination.* RHA will conduct an income recertification 24 months after the initial over-income determination, unless the family's income fell below the over-income limit following the 12-month continued over-income determination. If the family has exceeded the over-income limit for 24 consecutive months, RHA will provide written notification no later than 30 days following the 24-month continued over-income determination.

- a. The notice will state that the family has exceeded the over-income limit for 24 consecutive months and the family must vacate the unit within 90 days from the date of the written notice.
  - If the household fails to vacate the PH unit within 60 days of the notice issuance, RHA will issue a 30-Day Notice to Vacate to ensure that the family vacates the unit within 90 days.
  - Should the family dispute the continuing over-income determination, the notice will provide an opportunity for a hearing.

## 10.5. LEASE TERMINATION NOTIFICATION REQUIREMENTS

Notices of lease termination shall be in writing and delivered to the resident or adult member of the family, posted to the front door of the resident's dwelling unit, and mailed to the resident by a certified process server.

- 10.5.1. RHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and the date and time of the informal file review. The notice will also notify the resident of all rights and protections afforded by regulations and this policy (see Chapter 12).
- 10.5.1.1. If the tenant fails to vacate the premises within the statutory period or by the termination date stated in the notice, whichever is later, appropriate action will be taken. The tenant may be required to pay process server fees, court costs, and attorney fees.
- 10.5.2. Disclosure of Criminal Records to Household. Before RHA terminates the lease based on a criminal conviction record the resident and member, who is subject of record, will be provided with a copy of the criminal record. Residents may dispute the accuracy and relevance of that record at the grievance or court hearing.
- 10.5.3. Timing of the Notice. If RHA terminates the lease, written notice will be given as follows:
- 10.5.3.1. Fourteen (14) calendar days prior to termination in cases of failure to pay rent.
- 10.5.3.2. Three (3) calendar days according to state law, but not to exceed thirty (30) days when considering the seriousness of the situation, if:
- a. the health or safety of other residents, RHA employees, or persons residing in the immediate vicinity of the premises are threatened.
  - b. any member of the household has engaged in any drug-related criminal activity or violent criminal activity.
  - c. any member of the household has been convicted of a felony.
- 10.5.3.3. Thirty (30) days, at minimum, prior to termination in all other cases.
- 10.5.4. RHA will 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.

## 10.6. TERMINATIONS DUE TO CRIMINAL ACTIVITY

- 10.6.1. HUD definitions, see Appendix 1. [24 CFR § 5.100]

- 10.6.2. Methamphetamine conviction. 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. [24 CFR § 966.4(l)(5)(i)]
- 10.6.3. Drug-related and other criminal activity. 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 engaged 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. 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 (6) months.
- 10.6.3.1. Engaged, engaging in, or recent history of:
- a. a drug related criminal activity means any act within the past ten (10) 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.
  - b. a criminal activity means any act within the past ten (10) 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 PH 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.
- 10.6.4. In evaluating evidence of negative behavior, RHA will give consideration to the seriousness of the activity with respect to how it affects other residents, and/or the likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.
- 10.6.5. RHA has discretion to consider all circumstances in each case, including the seriousness of the case and issues of domestic violence, dating violence, sexual assault, and stalking.

- 10.6.6. RHA may 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 has been imprisoned.
- 10.6.7. 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.

**10.7. TERMINATIONS DUE TO INELIGIBLE IMMIGRANT STATUS**

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. [24 CFR § 5.514]

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

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

PH 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.

## CHAPTER 11: HOUSEHOLD DEBTS TO RHA

When households owe money to RHA, RHA will make every effort to collect it. 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.

### 11.1. OVERVIEW

It is RHA's policy to meet the informational needs of households and clearly communicate program rules to avoid household debts. Before a debt is assessed against a family, documentation must be provided to support RHA's claim that the debt is owed. The resident's file must include written documentation, in a clear format for review by the family or other interested parties, of the method of calculation used to determine the amount of debt owed.

11.1.1. RHA will use a variety of collection methods to recover debts including, but not limited to:

- 11.1.1.1. Lump sum payments.
- 11.1.1.2. Civil suits.
- 11.1.1.3. Repayment agreements.
- 11.1.1.4. Collection agencies.

### 11.2. HOUSEHOLD DEBTS TO RHA

11.2.1. Family error/late reporting. Households who owe money to RHA due to the family's failure to report increases in income, regardless of when the misreporting occurred, will be required to repay in accordance with the guidelines in the repayment agreement procedures, hereby incorporated for reference.

11.2.2. Program fraud. Households who owe money to RHA due to program fraud will be required to pay in accordance with the repayment agreement procedures for program fraud, hereby incorporated for reference.

- 11.2.2.1. 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.

11.2.3. Payment procedures for late reporting or program fraud. Households who commit program fraud or untimely reporting of increases in income will adhere to RHA's repayment agreement procedures.

- 11.2.4. If a family moves out of PH with a debt, RHA will update the 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.

### 11.3. REPAYMENT AGREEMENT

A repayment agreement, as used in this policy, is a document entered into between RHA and an individual who owes a debt to RHA. The agreement is like a promissory note but contains more detail 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.

- 11.3.1. The maximum length of time RHA will enter into a repayment agreement with a household is twelve (12) months, unless otherwise approved by the Director of Asset Management, Deputy Executive Director, Executive Director, or their designee.
- 11.3.2. A down payment of 10% of the initial debt is expected at the time of execution of the repayment agreement, unless otherwise approved by the Director of Asset Management, Deputy Executive Director, Executive Director, or their designee.
- 11.3.3. The minimum monthly payment for any repayment agreement is \$25. Monthly payments will be determined by dividing the remaining balance after receipt of the down payment by the number of months of the agreement. The repayment agreement must be paid in full by the date specified in the agreement.
- 11.3.4. Late payments. A payment will be considered in arrears if the payment has not been received by close of business on the day the payment is due.
- 11.3.4.1. If the household's repayment agreement is in arrears, and the household has not contacted or made other arrangements, RHA will require the household to pay the balance in full or terminate their housing assistance.
- 11.3.5. If the household requests a transfer to another unit with a repayment agreement in place and the repayment agreement is not in arrears, the family will be permitted to move.
- 11.3.6. Guidelines for repayment agreements.
- 11.3.6.1. Repayment agreements will be executed between RHA and the head of household, co-head and/or spouse.
- 11.3.6.2. *Hardship cases.* Monthly payments may be decreased in cases of hardship if approved by the Director of Asset Management or Asset

Management Administrator. Families must submit a request and provide verification of the hardship. If approved, the decrease will be no lower than the minimum monthly payment amount as defined in Section 11.3.3.

11.3.6.3. There are circumstances where RHA will not enter into a repayment agreement. These circumstances include:

- a. If the household already has a repayment agreement in place and incurs an additional debt to RHA. RHA will not enter into more than one repayment agreement at a time with the same household.
- b. If RHA determines that the household has committed program fraud.
- c. 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.
- d. If the household is requesting a repayment agreement for current rent due. RHA will only enter a repayment agreement for unpaid rent resulting from a failure to report income.

#### **11.4. WRITING OFF DEBTS**

11.4.1. Debts will be written off if:

- 11.4.1.1. The debtor's whereabouts are unknown, and the debt is more than six (6) months old.
- 11.4.1.2. The debtor is deceased.
- 11.4.1.3. The debtor is confined to an institution indefinitely.

## CHAPTER 12: COMPLAINTS, GRIEVANCES, AND APPEALS

RHA will operate the PH program in accordance with federal, state, and local laws and regulations, its MTW Agreement with HUD, and RHA policies. It is RHA's policy to ensure that all households have the benefit of all protections due to them under the law. If a resident believes these laws, regulations, or policies have been violated, they can submit a complaint. The informal hearing requirements defined in HUD regulations are applicable to participating PH families who disagree with any RHA action or failure to act. This chapter describes the policies to be used when a household disagrees with an RHA decision and serves as the guideline for all grievances and appeals. [24 CFR Part 966 Subpart B]

### 12.1. OVERVIEW

RHA will respond promptly to all complaints from households, employees, and members of the public. All complaints will be documented and may be required to be submitted in writing. RHA will investigate all complaints and, if appropriate, respond in writing to the complainant. When RHA makes a decision that has a negative impact on an applicant or assisted household, the family is often entitled to appeal the decision. All grievances shall be handled in accordance with RHA's approved Grievance Procedure, incorporated into this document by reference (see Section 12.6.).

### 12.2. COMPLAINTS

- 12.2.1. Complaints from households. If a household disagrees with an action or inaction of RHA, complaints will be referred to the Asset Management Administrator or Property Manager. Complaints regarding the physical condition of the units may be reported by phone to the Asset Management Administrator or Property Manager. If the complaint is not resolved, it will be referred to the Director of Asset Management.
- 12.2.2. Complaints from staff. If a staff person reports a household is or has violated a provision of the lease or is not complying with program rules, the complaint will be referred to the Asset Management Administrator or Property Manager of the complex. If the complaint is not resolved, it will be referred to the Director of Asset Management.
- 12.2.3. Complaints from members of the public. Complaints or referrals from persons in the community regarding RHA or a household will be referred to the Asset Management Administrator or Property Manager. If the complaint is not resolved, it will be referred to the Director of Asset Management.
- 12.2.4. Anonymous complaints will be checked whenever possible by appropriate RHA staff.

### 12.3. APPEALS BY APPLICANTS

- 12.3.1. Overview. When RHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal file review. Informal file reviews are intended to provide a means for an applicant to dispute a determination of ineligibility or admission to a project. [24 CFR § 960.208]
- 12.3.2. Notice of denial. Applicants who are determined ineligible, who do not meet RHA's admission standards, or in cases where RHA does not have an appropriate size and type of unit in its inventory, will be given written notification promptly. The notice will contain a brief statement of the reason for the determination and provide the procedure for requesting an informal file review if the applicant disputes the decision.
- 12.3.2.1. When denying eligibility for admission, RHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382). The VAWA notice and self-certification form must accompany the written notification of denial of eligibility determination.
- 12.3.2.2. When denying admission for criminal activity, as shown by a criminal record, RHA will provide the subject of the record and the applicant with an opportunity to view the criminal record upon which the decision to deny was based. The subject will be provided with an opportunity to dispute the accuracy and relevance of that record. [24 CFR § 960.204(c)]
- 12.3.3. Informal file review. Informal file reviews provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial. RHA will provide applicants with the opportunity for an informal file review of decisions denying:
- 12.3.3.1. Listing on RHA's wait list.
- 12.3.3.2. Admission to the program.
- 12.3.4. Requesting an informal file review. 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 ten (10) days from the date of RHA's notification of denial of assistance. The informal file review will be scheduled within ten (10) days from the date the request is received.
- 12.3.4.1. The informal file review will be conducted by the Admissions Administrator or designated staff.

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

#### **12.4. APPEALS BY RESIDENTS**

Grievances or appeals concerning the obligations of the resident 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 section 12.6.

#### **12.5. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS**

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal file review used to deny applicants for reasons other than immigration status. [24 CFR § 5.514]

- 12.5.1. Assistance to a family may not be delayed, denied, or terminated based on immigration status at any time prior to the decision under the U.S. Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while an informal hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.
- 12.5.2. USCIS determination of ineligibility. When RHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, RHA will notify the family of the results within ten (10) days. The family will have 30 days from the date of the notification to request an appeal to USCIS or to request an informal hearing with RHA either in lieu of or subsequent to the USCIS appeal.
  - 12.5.2.1. If the household appeals to USCIS, they must give RHA a copy of the appeal and proof of mailing or RHA may proceed to terminate or deny. The time to request an appeal may be extended by RHA for good cause.
  - 12.5.2.2. 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 USCIS, within 14 days of receipt of that notice.
  - 12.5.2.3. After receipt of a request for an informal hearing, the hearing is conducted as described in Section 12.6.
    - a. 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.

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

12.5.2.4. Other complaints related to eligible citizen/immigrant status:

- a. 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.
- b. Based on the right to a hearing regarding determinations of tenant rent and total tenant payment, participants whose assistance is prorated (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) can request a hearing.
- c. Households denied or terminated in connection with the noncitizens rule are entitled to a review or hearing the same way as terminations for any other type of fraud.

## 12.6. GRIEVANCE PROCEDURES AND REQUIREMENTS

RHA has a grievance procedure in place through which residents of PH are provided an opportunity to grieve any RHA action or failure to act involving the lease or RHA policies which adversely affect their rights, duties, welfare, or status. This grievance procedure is included in, or incorporated by reference in, all resident dwelling leases. RHA must not only meet the minimal procedural due process requirements provided under the regulations, but also satisfy any additional requirements imposed by local, state, or federal law. [24 CFR Part 966 Subpart B]

12.6.1. Definitions. See Appendix 1.

12.6.2. Applicability. RHA's grievance procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

12.6.2.1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or RHA employees, or

12.6.2.2. Any violent or drug-related criminal activity *on* or *off* such premises, or

- 12.6.2.3. Any criminal activity that resulted in felony conviction of a household member.
- 12.6.3. Informal file review. The purpose of the informal file review is to discuss and resolve the termination/grievance without the necessity of an informal hearing. The head of household must attend the informal file review which will be conducted by the Property Manager, the Director of Asset Management, or other RHA designated staff. The review will be in-person, over the phone, or conducted utilizing other forms of technology allowing two-way communication. Households with members with disabilities will be accommodated, based on need and proper documentation, with respect to the way informal file reviews are conducted.
- 12.6.3.1. 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, and the date and time of the informal file review. It will also 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 ten (10) days scheduling an informal file review.
- 12.6.3.2. Within five (5) working days, a summary, based on the discussion at the informal file review, will be given to the complainant by an RHA representative.
- a. 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.
  - b. An informal hearing will be scheduled if RHA and the tenant cannot resolve the termination/grievance at the informal file review meeting. If an informal hearing is required, the summary will specify the date and time of the hearing.
- 12.6.3.3. If the tenant 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.
- 12.6.3.4. If rescheduling of the informal file review is necessary, it must be rescheduled in advance of the scheduled time.
- 12.6.3.5. 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.

12.6.4. Obtaining an informal hearing.

12.6.4.1. An informal hearing will automatically be scheduled if RHA and the tenant cannot resolve the termination/grievance during the informal file review.

12.6.5. Procedures governing the informal hearing. [24 CFR § 966.56]

12.6.5.1. The informal hearing shall be held before a Hearing Officer.

12.6.5.2. *Selection of Hearing Officer.* The informal hearing shall be conducted by an impartial person or persons appointed by RHA. The selection of the Hearing Officer will not include the person who made or approved the RHA action under review, or a subordinate of such person.

12.6.5.3. 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. Household members with disabilities will be accommodated based on need and with proper documentation, with respect to the way informal hearings are conducted.

12.6.5.4. 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.

12.6.5.5. If the household requests copies of documents relevant to the hearing, RHA will make the copies for the household and assess a charge of \$0.25 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.

12.6.5.6. The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

- a. The opportunity to examine and copy before the informal hearing of the complainant, all documents, records, and regulations of RHA that are relevant to the hearing. Any document not made available after request by the

complainant may not be relied upon by RHA at the informal hearing.

- b. RHA shall also have the opportunity to examine and 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 made available to RHA may not be relied upon by the family at the informal hearing.
- c. The right to a private informal hearing unless otherwise requested by the complainant.
- d. The right to be represented by counsel or another person chosen as a representative and to have such person make statements on the family's behalf.
- e. 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
- f. The right to a decision based solely and exclusively upon the facts presented at the informal hearing.

12.6.5.7. 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.

12.6.5.8. Before reaching a decision, the Hearing Officer may ask the household for additional information and/or adjourn the hearing to reconvene at a later date.

- a. 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.

12.6.5.9. If the complainant or RHA fail to appear or is more than 15 minutes late to the scheduled informal hearing, the Hearing Officer may:

- a. Postpone the informal hearing for a period not to exceed five (5) days.



with these duly adopted grievance procedures on a complaint involving a RHA Notice of Termination of Tenancy, and the Hearing Officer upholds RHA's action, RHA shall not commence any further eviction action until the decision notice has been mailed or delivered to the tenant.

- a. In no event shall the eviction process continue prior to the notice containing the decision of the Hearing Officer being mailed or delivered to the complainant.
- b. 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.

## CHAPTER 13: PET POLICY (ALL PUBLIC HOUSING COMPLEXES)

In accordance with section 31 of the Act, residents who reside in the PH program may own and keep common household pets in accordance with applicable regulations. 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 protect and preserve the physical condition of the property, as well as the financial interest of RHA. [24 CFR Part 5, Subpart C and Part 960, Subpart G]

### 13.1. PET POLICY OVERVIEW

RHA's policy and procedures for the ownership of pets in PH units is established to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of pet ownership. It also establishes reasonable rules governing the keeping of common household pets for all PH complexes.

### 13.2. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

RHA will make reasonable accommodations for qualified persons with disabilities in need of an assistance animal to provide meaningful access to the program or remove a barrier to equal opportunity to enjoy the housing provided.

13.2.1. Assistance animals are not considered pets, and thus, are not subject to RHA's pet policy and pet fees will not be applied. To be excluded from the pet policy, the resident/pet owner must certify:

13.2.1.1. That there is a person with disabilities in the household.

13.2.1.2. That the animal has been trained to assist with the specified disability.

13.2.1.3. That the animal actually assists the person with the disability.

13.2.2. HUD regulations do not affect any authority RHA may have to regulate assistance animals under federal, state, and local law [24 CFR §§ 5.303 and 960.705].

13.2.2.1. Qualified residents with disabilities who have an assistance animal are required to care for that animal in a manner that complies with state and local laws.

13.2.2.2. Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others or cause substantial physical damage to the development, dwelling unit, or property of other residents.

### 13.3. MANAGEMENT APPROVAL OF PETS

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.

- 13.3.1. Pet agreement. All pets must be approved by RHA management prior to being brought onto the premises. The pet owner must submit and execute a written pet agreement with RHA. This agreement constitutes an addendum to the Dwelling Lease Agreement and each resident who signed the lease must also sign the pet agreement.
  - 13.3.1.1. Each resident shall be fully liable for damages to individuals or property and all other obligations set forth in the agreement, even if such resident does not own the pet.
- 13.3.2. 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.
  - 13.3.2.1. Residents must provide proof the pet is licensed by the city and/or county as required by state law.
  - 13.3.2.2. 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.
- 13.3.3. 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.
- 13.3.4. 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. This notification shall be served in accordance with HUD requirements. RHA will refuse to register a pet if:
  - 13.3.4.1. The pet is not a *common household pet* as defined in this policy.
  - 13.3.4.2. Keeping the pet would violate any pet rules.
  - 13.3.4.3. The pet owner fails to provide complete pet registration information or fails to update the registration annually.

- 13.3.4.4. 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.
- 13.3.4.5. The notice of refusal may be combined with a notice of a pet violation.
- 13.3.4.6. A resident who cares for another resident's pet must notify RHA and agree to comply with the pet rules in writing.

#### **13.4. STANDARDS FOR PETS**

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

##### 13.4.1. Number and type of pets allowed.

- 13.4.1.1. A maximum of two (2) pets are permitted in a unit.
- 13.4.1.2. In addition to requirements noted above for registering pets with RHA (see Section 13.3.2.), no types of pets other than the following may be kept by a resident:
- a. Dogs.
    - Maximum adult weight 25 pounds.
    - Must be housebroken.
    - RHA 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.
  - b. Cats.
    - Maximum adult weight 25 pounds.
    - Must be trained to use a litter box or other waste receptacle.
  - c. Birds.

- One birdcage not to exceed 4 feet high by 3 feet wide by 2 feet deep with a removable waste tray.
- Birds must be enclosed in a cage at all times.

d. Fish.

- One aquarium not to exceed 50 gallons capacity.
- Aquarium must be covered and sealed against all leakage.

e. Caged Animals.

- A caged animal is defined as: hamster, guinea pig, mouse, rat, or rabbit.
- The caged animal must always be confined to a covered and sealed cage.

13.4.1.3. Other animals including but not limited to ferrets, potbelly pigs, farm animals, birds of prey, or any species considered dangerous, venomous, or poisonous are **not** permitted. RHA has sole discretion in determining if a pet is approved to be added to a lease.

### 13.5. PETS TEMPORARILY ON THE PREMISES

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

### 13.6. ADDITIONAL FEES AND DEPOSITS FOR PETS

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

13.6.1. 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).

13.6.2. All reasonable expenses incurred by RHA because 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:

13.6.2.1. Any cost of repairs and replacements within the resident's unit. This applies to carpets, doors, walls, drapes, windows, screens,

furniture, appliances, and any other parts of the dwelling unit, landscaping, or other improvements on RHA property.

13.6.2.2. Fumigation of the dwelling unit.

13.6.2.3. Damage to common areas of the project.

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

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

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

### 13.7. 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.

### 13.8. CLEANLINESS REQUIREMENTS

Failure to comply with the following pet cleanliness requirements shall result in a pet waste removal charge of \$25.00 per incident.

13.8.1. 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.

13.8.1.1. The pet owner must be responsible for the removal of waste from the exercise and defecation areas by placing it in a sealed plastic bag and disposing of it in an authorized trash container.

13.8.2. 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.

13.8.3. Removal of waste from other locations. If pet defecation occurs on any other area of RHA property, residents shall be responsible for removal of waste

immediately by placing it in a sealed plastic bag and disposing the bag in an authorized trash container. Residents must also comply with local ordinances regarding pet defecation.

### **13.9. DISTURBANCES**

Residents shall take adequate precautions to prevent pets from disturbing neighbors. Such 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.

13.9.1. If a resident's pet disturbs the rights, comforts and conveniences of neighbors or other residents, it shall constitute a nuisance, and the 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.

### **13.10. PET CARE**

13.10.1. 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 the resident's supervision. RHA shall have the right to pick up unleashed pets and/or report them to the proper authorities for pickup.

13.10.2. 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.

13.10.3. 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.

13.10.4. 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 left unattended longer 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.

### **13.11. 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:

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

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

**13.12. 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.

**13.13. 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 the resident. Failure to comply with this request could result in eviction.

**13.14. PET REMOVAL**

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

13.14.2. 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 left unattended for over 24 hours.

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

13.14.3. If the pet is removed because of an 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 individuals or property.

**13.15. 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.

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

**13.16. 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 Part 5.

## CHAPTER 14: COMMUNITY SERVICE

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. This chapter outlines the community service requirements for each adult resident of PH, other than an exempt individual, and how RHA will administer these requirements complying with nondiscrimination and equal opportunity requirements. RHA will administer its own community service program, with cooperative relationships with other entities, providing residents with the greatest choice possible in identifying community service and self-sufficiency opportunities. [24 CFR Part 960 Subpart F]

### 14.1. REQUIREMENTS

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 (P.L. 105-276) mandates that, unless exempt, each adult household member residing in RHA's PH program must comply with community service and self-sufficiency requirements. All non-exempt adult household members, 18 years or older, living in PH must satisfy the following requirements [24 CFR § 960.603]:

- 14.1.1. Contribute a total of eight (8) hours per month of community service at a non-political and non-profit agency; or
- 14.1.2. Participate in an economic self-sufficiency program for eight (8) hours per month; or
- 14.1.3. Perform eight (8) hours per month of combined activities (community service and economic self-sufficiency programs).

### 14.2. EXEMPTIONS

RHA shall provide an exemption from the community service and self-sufficiency requirements for any adult who [24 CFR § 960.601(b)]:

- 14.2.1. Is 62 years of age or older.
- 14.2.2. Is a blind or disabled individual, as defined under Section 216(i)(1) or Section 1614 of the Social Security Act, and who certifies that because of this disability he/she is unable to comply with this section, or an individual who is the primary caretaker of such individual.
- 14.2.3. Is engaged in work or educational activities as defined in Sec. 407. [42 U.S.C. 607 (d)] of the Social Security Act.
- 14.2.4. 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 (42 U.S.C. 601 *et seq.*) or under any other welfare program of the state, including a state-administered welfare-to-work program; or

- 14.2.5. Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the state, 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 a program.

14.2.5.1. The Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a resident is a member of a family receiving assistance under SNAP and has been found by the administering state to be in compliance with the program requirements, that tenant is exempt.

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

### **14.3. ECONOMIC SELF-SUFFICIENCY PROGRAM**

- 14.3.1. For the purpose of satisfying the community service requirement, RHA recognizes any economic self-sufficiency program defined by HUD as a program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. [24 CFR § 5.603]

14.3.1.1. These economic self-sufficiency programs can include job readiness or 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 (including a substance abuse or mental health treatment program).

- 14.3.2. In addition to HUD's definition above, RHA recognizes:

14.3.2.1. Resident participation in IMPACT (RHA's Family Self-Sufficiency (FSS) program) and the steps outlined in the Individual Training and Services Plan (ITSP).

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

### **14.4. ANNUAL DETERMINATIONS**

On an annual basis, at the time of lease renewal, RHA will notify the family in writing of the family members who are subject to the community service and self-sufficiency requirement and those family members who are exempt.

- 14.4.1. Determination of exemption status. RHA will re-verify exemptions from community service annually except in the case of an individual who is 62 years of age or older.
- 14.4.1.1. RHA will permit residents to change exemption status during the year if status changes.
- 14.4.2. Determination of compliance. RHA will verify compliance with the community service requirement annually. Household members will not be permitted to self-certify that they have complied with community service requirements
- 14.4.2.1. For each PH resident subject to the community service requirement, RHA shall at least 30 days before the expiration of each lease term, review and determine compliance with this policy. Residents determined to be in noncompliance will be counseled to complete all hours, including the required eight (8) hours per month, by their next annual recertification.
- 14.4.2.2. If qualifying community service activities are administered by an organization other than RHA, RHA will obtain verification of household compliance from such third parties.
- 14.4.2.3. Compliance determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.
- 14.4.2.4. At the household's annual recertification, the Property Manager will document any noncompliance determinations on the tenant counseling form and inform the household of RHA's noncompliance process.

#### 14.5. NONCOMPLIANCE

RHA's Dwelling Lease Agreement for PH is automatically renewed, unless the family fails to comply with the community service requirement. In such cases, the lease shall have a 12-month term and will not be automatically renewed. [24 CFR § 960.603(b)]

- 14.5.1. If RHA determines that a resident, subject to the community service requirement, has not complied, the resident will be notified of such noncompliance. This notification will inform the family that:
- 14.5.1.1. RHA will not renew or extend the resident's lease upon expiration of the lease term due to noncompliance with the community service requirement.
- 14.5.1.2. RHA will take necessary action to terminate the tenancy of the household, unless the resident enters into an agreement to cure

with RHA, before the expiration of the lease term. [24 CFR § 960.607(c)]

- a. This agreement will require the resident to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the 12-month term of the lease.
- b. The head of household and the noncompliant adult must sign the agreement to cure.

14.5.1.3. The determination of noncompliance is subject to RHA's Grievance Procedures in accordance with 24 CFR Part 966, Subpart B, and the resident may exercise any available judiciary remedy to seek timely redress for RHA's nonrenewal of the lease due to such determination. [24 CFR § 960.607(b)]

14.5.1.4. If a household member, who has previously been subject to the community service requirement, has a change in circumstance where they qualify as exempt, delinquent hours will be removed, and the resident will not be responsible for those hours.

- a. This does not apply to household members who are approved for a temporary exemption.

14.5.2. Ineligibility for occupancy for noncompliance. RHA shall not renew or extend any lease, or provide any new lease, for a PH dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply.

14.5.2.1. Notices of noncompliance will be sent 30 days prior to the end of the lease term. This notice will serve as the family's termination notice.

14.5.2.2. Should the noncompliant household member fail to cure delinquent hours or vacate the premise by the deadline provided, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

## 14.6. RHA RESPONSIBILITY

14.6.1. RHA will ensure that all community service programs are accessible for persons with disabilities.

- 14.6.2. 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.

## CHAPTER 15: IMPACT PROGRAM

HUD's Family Self-Sufficiency (FSS) program promotes the development of local strategies to coordinate the use of HUD assistance with public and private resources, to enable families eligible to receive HUD assistance to achieve economic independence and self-sufficiency. [24 CFR § 984.101(a)(1) and 984.102]

### 15.1. OBJECTIVE OF HUD'S FSS PROGRAM

The objective of HUD's FSS program is to reduce the dependency of low-income families on welfare assistance and housing subsidies. Through FSS, HUD assisted families are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency.

### 15.2. IMPACT OVERVIEW

RHA's FSS/Workforce Development (WFD) program, now known as IMPACT (Independence, Motivation, Pathways, and Career Transformation), is designed to assist families participating in the PH program in achieving economic self-sufficiency by providing educational and employment support. Economic self-sufficiency is defined as having the skills, training, and education necessary to secure and sustain household income such that the family's basic needs are met with little to no use of financial assistance from public or private organizations.

15.2.1. The mission of IMPACT is to increase economic security among participants, strengthen family foundations with the intention of building generational wealth, and teach fundamental skills to promote independence.

15.2.2. RHA's IMPACT Action Plan is available for additional information.

### 15.3. OUTREACH TO PH RESIDENTS

PH staff work in close coordination with applicable WFD staff to recruit eligible families and provide information on IMPACT at important junctures during a family's participation in assisted housing. During annual recertifications, Property Managers will discuss the program, its benefits, and make referrals for those families interested in applying.

15.3.1. The following outreach methods will also be used to encourage resident participation in IMPACT:

15.3.1.1. RHA will notify and recruit participants from eligible families through its newsletters, Resident Council meetings, flyers, other resident publications/notifications, RHA's primary website and/or social media sites, and during the PH lease orientations.

15.3.1.2. WFD Coordinators will periodically review and identify PH families who have either recently moved in or experienced a loss of income. These families will be contacted directly to encourage them to join.

## CHAPTER 16: PROGRAM INTEGRITY ADDENDUM

RHA is committed to assuring that the proper level of benefits are paid to all participating households and that housing resources reach only income-eligible households. RHA will take all reasonable steps necessary to maintain program integrity and 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.

### 16.1. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

- 16.1.1. Under no circumstances will RHA undertake an inquiry or an audit of a resident household arbitrarily. RHA's expectation is that participating families 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 to avoid unintentional violations. However, RHA has a responsibility to HUD, the community, and eligible families in need of housing assistance to monitor residents for compliance with their lease obligations and, when indicators of possible abuse come to RHA's attention, to investigate such claims.
- 16.1.2. RHA will initiate an investigation of a resident household only in the event of one or more of the following circumstances:
  - 16.1.2.1. *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 program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable.
  - 16.1.2.2. *Internal file review.* A follow-up will be made if RHA staff discovers (as a function of a [re]certification 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.
  - 16.1.2.3. *Verification or documentation.* A follow-up will be made if RHA receives independent verification or documentation that conflicts with representations in the resident's file (such as public record information or reports from credit bureaus or other agencies).

### 16.2. STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

- 16.2.1. 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 resident households.

- 16.2.1.1. *Program orientation session.* Mandatory orientation sessions will be conducted by the property manager for all prospective residents either prior to or upon execution of the lease. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained.
- 16.2.1.2. *Resident counseling.* RHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
- 16.2.1.3. *Review and explanation of forms.* Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
- 16.2.1.4. *Tenant certification.* All household representatives will be required to sign a tenant certification form.
- 16.2.1.5. Property Managers will review the Enterprise Income Verification (EIV) database at all annual and interim recertifications to identify any income discrepancies. Each adult member of the household will also sign HUD's Rental Housing Integrity Improvement Project (RHIP) informing members about the EIV database and the consequences of providing false information.

### **16.3. 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.

- 16.3.1. 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:
  - 16.3.1.1. Changes in reported SSNs or dates of birth.
  - 16.3.1.2. Authenticity of file documents.
- 16.3.2. Observation. RHA management and occupancy staff (to include maintenance personnel) will maintain a high level of awareness for circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

- 16.3.3. Public record bulletins. These bulletins may be reviewed by management and staff.
- 16.3.4. 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 to detect unreported wages or unemployment compensation benefits.
- 16.3.5. Credit bureau inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:
- 16.3.5.1. When an allegation is received by RHA wherein unreported income sources are disclosed.
- 16.3.5.2. When a resident's expenditures exceed his/her reported income, and no plausible explanation is given.
- 16.3.6. 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 resident.

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

- 16.4.1. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.
- 16.4.2. 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.
- 16.4.3. 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 that are independently verifiable, an investigation will be initiated to determine if the allegation is true or false.

#### **16.5. HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

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.

- 16.5.1. 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.
- 16.5.2. Employers and ex-employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
- 16.5.3. 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.
- 16.5.4. Other agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.
- 16.5.5. 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.
- 16.5.6. Interviews with head of household or family members. RHA staff will discuss the allegation (or details thereof) with the head of household or household members by scheduling appointments at the appropriate RHA office.

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

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

#### **16.7. CONCLUSION OF RHA'S INVESTIGATIVE REVIEW**

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

#### **16.8. EVALUATION OF THE FINDINGS**

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

- 16.8.1. What type of violation has occurred (procedural noncompliance or fraud).
- 16.8.2. Whether the violation was intentional or unintentional.
- 16.8.3. What amount of money (if any) is owed by the household.
- 16.8.4. Whether the household is eligible for continued occupancy.

**16.9. 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.

16.9.1. 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:

16.9.1.1. Failure to appear at a prescheduled appointment.

16.9.1.2. Failure to return verification in the time specified by RHA.

16.9.2. Warning notice. In such procedural noncompliance cases a warning notice containing the following will be sent to the family:

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

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

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

16.9.2.4. The consequences of repeated (similar) violations.

**16.10. PROCEDURAL NONCOMPLIANCE – RETROACTIVE RENT**

16.10.1. When the resident 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:

16.10.1.1. A description of the violation and the date(s).

16.10.1.2. Any amounts owed to RHA.

16.10.1.3. The number of days within which a response must be received.

16.10.1.4. Acknowledgment of the resident's right to disagree and to request an informal hearing along with instructions for requesting such a hearing.

16.10.2. Failure to comply with RHA's notice. If the resident 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.

16.10.3. Compliance 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 and complete a tenant counseling report.

#### **16.11. INTENTIONAL MISREPRESENTATIONS**

When a resident falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the resident, RHA will evaluate whether:

16.11.1. The resident had knowledge that his/her actions were wrong. This will be evaluated by determining whether the resident was made aware of program requirements and prohibitions. The resident's signature on various certifications and the personal declaration are adequate to establish knowledge of wrongdoing.

16.11.2. The resident willfully violated the lease or the law.

#### **16.12. WILLFUL INTENT**

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

16.12.1. An admission by the resident of the misrepresentation.

16.12.2. Repetition of the misrepresentation.

16.12.3. Use of a false name or SSN.

16.12.4. Admission of the illegal action or omission by the resident to others.

16.12.5. Omission of material facts known to the resident (e.g., employment of the resident or other household members).

16.12.6. Falsification, forgery, or altering of documents.

16.12.7. Uttering and certifying statements at a rent (re)certification that are later independently verified to be false.

#### **16.13. TENANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS**

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

16.13.1. The tenant conference will take place prior to any proposed action by RHA. The purpose of the conference is to review the information and evidence obtained by RHA with the resident and to give the resident an opportunity to explain any

document findings that conflict with representations in the file. Any documents or mitigating circumstances presented by the resident will be taken into consideration by RHA. The resident will be given a reasonable amount of time (not to exceed five working days) to furnish any mitigating evidence.

16.13.2. The 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:

16.13.2.1. The duration of the violation.

16.13.2.2. The number of false statements.

16.13.2.3. The resident's ability to understand the rules.

16.13.2.4. The resident's willingness to cooperate and accept responsibility for his/her actions.

16.13.2.5. The amount of money involved.

16.13.2.6. The resident's history.

16.13.2.7. The presence or absence of criminal intent.

#### **16.14. 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:

16.14.1. Terminate tenancy and demand restitution in full.

16.14.2. Terminate tenancy and execute an administrative repayment agreement in accordance with RHA's repayment policy.

16.14.3. Terminate tenancy and pursue restitution through civil litigation.

16.14.4. Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with RHA's repayment policy.

#### **16.15. NOTIFICATION TO RESIDENT OF PROPOSED ACTION**

RHA will notify the resident of the proposed action by certified mail no later than ten (10) days following the date of the tenant conference.

## CHAPTER 17: ENTERPRISE INCOME VERIFICATION (EIV)

RHA is required to use HUD's Enterprise Income Verification (EIV) system in its entirety as a third-party source to verify employment and income information during regular and interim recertifications, and to reduce administrative subsidy payment errors in accordance with HUD administrative guidance. This chapter includes RHA's policies in place for the use of HUD's EIV system. [24 CFR § 5.233(a)(2)]

### 17.1. RESPONSIBILITIES

- 17.1.1. Responsibilities of HUD. HUD as the system owner is responsible for ensuring that an adequate level of protection is afforded to the EIV system through 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.
- 17.1.2. Responsibilities of RHA. Since RHA has access to Upfront Income Verification (UIV) data through HUD's EIV system, it is required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data.
  - 17.1.2.1. Prior to utilizing HUD's EIV system, RHA adopted and continues to implement all EIV security procedures required by HUD.

### 17.2. SECURITY

- 17.2.1. Only certified staff with clearance obtained through the User Administrator of each department will be able to access HUD's Secure Systems.
- 17.2.2. Users will be held accountable for their actions while accessing the system. All computer resources are monitored and audited.
- 17.2.3. Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.

### 17.3. EIV REPORTS

- 17.3.1. RHA staff will monitor the following reports on a monthly basis:
  - 17.3.1.1. Deceased Tenants Report,
  - 17.3.1.2. Identity Verification Report,

- 17.3.1.3. Immigration Report,
  - 17.3.1.4. Failed EIV Prescreening Report,
  - 17.3.1.5. Failed Verification Report, and
  - 17.3.1.6. Identity Verification Report.
- 17.3.2. RHA staff will monitor the following reports on a quarterly basis:
- 17.3.2.1. Multiple Subsidy Report, and
  - 17.3.2.2. New Hires Report.

#### **17.4. USE OF EIV**

- 17.4.1. RHA staff will use EIV as required by HUD regulations.
- 17.4.2. RHA will not use the EIV system during interim reexaminations.
- 17.4.3. In accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy, RHA will update the EIV database system if an assisted family ends participation with any amount of debt owed to the agency.
  - 17.4.3.1. Debts owed and/or termination information will be maintained in EIV for a period of ten (10) years from the end of participation date.

#### **17.5. RETENTION OF EIV**

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.

## CHAPTER 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 policy as those changes become effective.

## APPENDICES

### 19.1. APPENDIX 1: DEFINITIONS OF TERMS

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, 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.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § 8.21]

**ACCESSIBLE ROUTE.** A continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed in 24 CFR § 8.32. An accessible route that serves only accessible units occupied by persons with hearing or vision impairments need not comply with those requirements intended to effect accessibility for persons with mobility impairments.

**ADAPTIBILITY.** The ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.

**ADJUSTED ANNUAL INCOME.** Annual income, less allowable HUD deductions/allowances.

**ADMISSION.** The point at which a household becomes a participant in the program. The date used in the public housing program is the first day of the initial lease term.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** The written contract between HUD and RHA under which HUD agrees to provide funding for a program under the 1937 Act, and RHA agrees to comply with HUD requirements for the program.

**ANNUAL INCOME.** Annual income includes (a) all amounts received from all sources by each member of the family who is 18 years of age or older, the head of household, spouse, or co-head, in addition to unearned income received by or on behalf of each dependent who is under 18 years of age, and (b) when the value of net family assets exceeds \$50,000 (adjusted annually for inflation) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD (see Appendix 6).

**ANNUAL INCOME 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. See Section 6.3. of this policy document.

**APPLICANT.** A person or a family who has applied for housing assistance. For this policy, the term "applicant" includes the head of household, spouse, co-head, all dependents, and all other adult members and their dependents.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** See Net Family Assets.

**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.

**CITIZEN.** A citizen or national of the United States.

**CO-HEAD.** An individual in the family 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 and must have legal capacity to enter into a lease.

**COMMUNITY SERVICE.** The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

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

**COVERED FAMILIES.** Statutory term for families who are required to participate in a welfare agency Economic Self-Sufficiency Program and may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance benefits 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.

**COVERED PERSON.** A tenant, any member of the tenant's household, a guest or another person under the tenant's control [24 CFR § 966.4 (I)]

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

**DAY LABORER.** 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

not considered non-recurring income and is included as income, even if the source, date, or amount varies.

**DEPENDENT.** A member of the family (excluding foster children and foster adults) other than the family head, co-head, or spouse, who is under 18 years of age, or a person with a disability, or a full-time student 18 years of age or older.

**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 nor reimbursed by an outside source.

**DISABLED FAMILY.** A family whose head, spouse, co-head or sole member is a person with a disability. 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.

**DISABLED PERSON.** See Person with Disabilities.

**DISPLACED FAMILY.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed because of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

**DOMESTIC VIOLENCE.** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim or intimate partner, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**DRUG.** A controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**DRUG-RELATED CRIMINAL ACTIVITY.** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. [42 U.S.C. 1437f(f)(5)]

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or 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]

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include job training, employment counseling, work

placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities. Economic Self-Sufficiency Programs include any work activities as defined in the Social Security Act [42 U.S.C. 607(d)].

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

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

**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.

**ELIGIBLE FAMILY.** Low-income family who is eligible for admission to the public housing program. See Family (Household).

**ELIGIBLE IMMIGRANT STATUS.** Effective June 19, 1995, general provisions.  
[24 CFR § 5.506]

- a. Restrictions on assistance. Financial assistance under the PH program is restricted to:
- Citizens; or
  - Non-citizens who have eligible immigration status in one of the following categories [42 U.S.C. 1436a(a)]:
    - A non-citizen lawfully admitted for permanent residence, as defined by section 1101(a)(15) and (20) of title 8, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
    - A non-citizen who entered the United States prior to June 30, 1948, or such subsequent date as is enacted by law, has continuously maintained his or her residence in the United States since then, and 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 pursuant to section 1259 of title 8;

- A non-citizen who is lawfully present in the United States pursuant to an admission under section 1157 of title 8 or pursuant to the granting of asylum (which has not been terminated) under section 1158 of title 8;
- 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 or reasons deemed strictly in the public interest pursuant to section 1182(d)(5) of title 8;
- A non-citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation pursuant to section 1231(b)(3) of title 8;
- A non-citizen lawfully admitted for temporary or permanent residence under section 1255a of title 8; or
- A non-citizen who is lawfully resident in the United States and its territories and possessions under section 141 of the Compacts of Free Association between the Government of the United States and the Governments of the Marshall Islands, the Federated States of Micronesia (48 U.S.C. 1901 note) and Palau (48 U.S.C. 1931 note) while the applicable section is in effect: Provided, That, within Guam any citizen or national of the United States shall be entitled to a preference or priority in receiving financial assistance before any such alien who is otherwise eligible for assistance.

b. Family eligibility for assistance.

- 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.
- 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 §§ 5.516 and 5.518. 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 §§ 5.516 and 5.518.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents which must be submitted to evidence citizenship or eligible immigration status. [24 CFR §5.508(b)]

**EXCESS MEDICAL EXPENSES.** Medical expenses incurred by elderly or disabled families, in excess of 3% of Annual Income, which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A very low-income family whose annual income does not exceed the higher of: (a) the poverty guidelines established by the Department of

Health and Human Services applicable to the family of the size involved, or (b) thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except HUD may establish income ceilings higher or lower than 30% 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 2 for current income limits.

**FAIR MARKET RENT (FMR).** Rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. [24 CFR § 888.111]

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

- a. A single person, who may be:
  - an elderly person, displaced person, disabled person, near-elderly person, or any other single person,
  - an otherwise, eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)); and is homeless or at risk of becoming homeless at age 16 or older.
- b. A group of persons residing together, and such group includes, but is not limited to:
  - A family 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),
  - An elderly family,
  - A near-elderly family,
  - A displaced family,
  - A disabled family, or
  - The remaining member of a tenant family.
- c. 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]*

**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.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** A program established to promote self-sufficiency of HUD assisted families, including the coordination of supportive services.

**FLAT RENT.** Rent for a public housing dwelling unit that is based on the market rental value of the unit. The market rental value of the unit is the amount of rent charged for a comparable unit in the private, unassisted rental market at which RHA could lease the Public Housing unit. A PHA must establish a flat rent for each public housing unit that is no less than 80% of the applicable FMR.

**FOSTER ADULT.** A member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

**FOSTER CHILD.** A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (*e.g.*, public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

**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.

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

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

**GUEST.** 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 966 apply to a guest as defined.

**HANDICAPPED ASSISTANCE EXPENSES.** See Disability Assistance Expense.

**HANDICAPPED PERSON.** See a Person with a Disability.

**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.

**HEAD OF HOUSEHOLD.** The adult member of the family who assumes legal and financial responsibility for the household and is listed on the initial application as head.

**HEARING OFFICER.** An impartial person or persons selected by RHA, other than the person who made or approved the decision under review, or a subordinate of that person, who hears grievances and renders a decision with respect thereto.

**HOMELESS FAMILIES.** Applicants living in substandard housing are considered to be homeless families. 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 (a) supervised shelter designed to provide a 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.

**HOUSEHOLD.** The family and RHA-approved live-in aide, foster child, or foster adult who have been approved to reside in the unit.

**HOUSING AGENCY/AUTHORITY.** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to administer or assist in the development or operation of low-income housing.

**HUD.** The United States Department of Housing and Urban Development or its designee.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value for two years preceding an examination or recertification.

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

**IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**INCOME.** See Annual Income.

**INCOME-BASED RENT.** The tenant rent paid to RHA that is based on family income and RHA's policies for determination of such rent. RHA uses a percentage of family income to set income-based rents. As determined by a statutory formula, the income-based rent may not exceed the "total tenant payment" for the family minus any applicable allowance for tenant paid utilities.

**INCOME FOR ELIGIBILITY.** See Annual Income.

**INCOME LIMITS.** The maximum annual income a household may have to be eligible for assistance as determined by HUD (Appendix 2).

**INCOME TARGETING.** The HUD admissions requirement that PHA's not admit less than the number required by law of extremely low income families. This is called the "basic targeting requirement."

**INDEPENDENT CONTRACTOR.** 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 non-recurring income and is included as income, even if the source, date, or amount varies.

**INFORMAL HEARING.** A review of RHA's decisions related to the individual circumstances of an applicant/tenant family. The review is conducted by a person/persons other than the person who made or approved the decision under review or a subordinate of such person, at which an applicant or tenant may present objections to RHA's action or failure to act.

**INTERIM RECERTIFICATION.** The process of securing documentation to determine the rent the tenant will pay when there are applicable changes to family composition and/or a decrease in income between regular recertifications.

**INVOLUNTARILY DISPLACED PERSON.** Involuntarily displaced persons are applicants or residents who qualify for the involuntary displacement local preference.

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

**LEASE.** A written agreement between RHA and an eligible family for the leasing of a

housing unit. The document provides the tenant and household members with the right to use and occupy, for a specified period of time, the unit provided by RHA for the sole purpose of the tenant and household members use as a primary residence. The lease also establishes the rights, obligations, and responsibilities of each party.

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

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

**LOW INCOME FAMILY.** A family whose annual family income does not exceed 80% of the median family 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 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes. See Appendix 2 for current income limits.

**MILITARY OR NAVAL SERVICE OF THE UNITED STATES.** Only the Army, Navy, Air Force, Marine Corps and Coast Guard are included. 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.

**MINIMUM RENT.** Minimum amount of rent a public housing tenant is required to pay, except when a financial hardship exists. RHA's established minimum rent is \$100.

**MINOR.** A member of the family, other than the family head or spouse, who is under 18 years of age.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.  
[24 CFR § 5.504(b)]

**MONTHLY ADJUSTED INCOME.** One twelfth of the family's annual income after deductions/allowances.

**MONTHLY INCOME.** Once twelfth of annual income.

**MOVING TO WORK (MTW).** A demonstration program for selected Public Housing Authorities (PHAs) that provides the opportunity to design and test innovative, locally designed strategies that use federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NEAR-ELDERLY FAMILY.** A family whose head, co-head, spouse, or sole member a person who is at least 55 years of age but less than 62. 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.

**NEAR-ELDERLY PERSON.** A person who is at least 55, but less than 62 years of age.

**NET FAMILY ASSETS.** The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment. Net family assets include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**NON-IMMIGRANT STUDENT ALIEN.** An alien, as defined in Section 101 (a)(15)(F)(i) of the Immigration and Nationality Act, 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 was admitted to the United States temporarily and solely for the purpose of pursuing such a 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.

**OCCUPANCY STANDARDS.** Standards established by RHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OTHER PERSON UNDER THE TENANT'S CONTROL.** For the purposes of the definition of *covered person* and for 24 CFR Part 5 and Part 966 means that the person, although not staying as a guest (as defined in this section) 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 family 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 the tenant's control*.

**OVER-INCOME FAMILY.** A family whose income exceeds the over-income limit.

**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), by a factor of 2.4. (i.e., 120% of AMI). [24 CFR § 960.507(b)]

**PARTICIPANT (PARTICIPANT FAMILY).** A family that has been admitted to the RHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first day of the initial lease term.

**PERSON WITH DISABILITIES.** A person who (a) has a disability, as defined in 42 U.S.C. 423, (b) is determined, under HUD regulations, to have a physical, mental, or emotional impairment that (i) is expected to be of long-continued and indefinite duration, (ii) substantially impedes the ability to live independently, and (iii) is of such a nature that the ability to live independently could be improved by more suitable housing conditions, (c) has a developmental disability as defined in 42 U.S.C. 6001. Person with disabilities means “individual with handicaps,” as defined in 24 CFR § 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities, it does not exclude persons who have AIDS or conditions arising from AIDS and does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes).

**PHA PLAN.** The annual plan (MTW Annual Plan) and the 5-year plan as adopted by the PHA and approved by HUD in accordance with 24 CFR § 903.

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

**PROJECT BASED VOUCHER (PBV) MOBILITY PROGRAM.** Up to 50 single-family homes, apartments, condos, or duplexes in designated NSP2 low-poverty target areas provided by RHA. Public Housing families with children who meet the eligibility criteria will be given preference for the identified properties with selections being 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.

**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.

**PUBLIC HOUSING AUTHORITY (PHA).** Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

**RECERTIFICATION.** The process of securing documentation from the tenant (proof of income, family composition and other related documents) to determine the rent the tenant will pay for the next 12 months, eligibility for continued occupancy of the unit, and related matters in accordance with the ACOP. There are annual and interim

recertifications.

**REMAINING MEMBER OF TENANT FAMILY.** Person(s) left in assisted housing after other family members have vacated.

**RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified geographic area.

**RESIDENT.** See Tenant.

**RESPONSIBLE ENTITY.** For the public housing, the responsible entity means the PHA administering the program under an ACC with HUD.

**SEASONAL WORKER.** 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 non-recurring income and is included as income, even if the source, date, or amount varies.

**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 (42 U.S.C. 1436a).

**SECURITY DEPOSIT.** The amount of money provided (in addition to monthly rental payments) by the applicant prior to initial occupancy of the dwelling unit, and held until the termination of the lease. The security deposit can be applied to unpaid rent, damages, or other amounts owed under the lease according to state or local law.

**SEXUAL ASSAULT.** Any nonconsensual sexual act proscribed by federal or state law, including when the victim lacks capacity to consent. (42 U.S.C. 13925(a))

**SINGLE PERSON.** A person living alone or intending to live alone.

**SPECIFIED WELFARE BENEFIT REDUCTION.** A reduction of welfare benefits by the welfare agency, in whole or in part, because of fraud in connection with the welfare program; or because of welfare agency sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The marriage partner of the head of the household.

**STALKING.** To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or

intimate partner of that person.

**SUBSTANDARD DWELLING.** A dwelling which is unsafe, unsanitary, or overcrowded due to the existence of one or more of the following conditions:

- a. Location. The location of the dwelling is such that it creates a health, fire, or safety hazard for the occupants.
- b. 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.
- c. Water Supply. Lack of potable running water within the dwelling unit.
- d. Sewage System. No connection between plumbing fixtures and adequate sewage disposal system.
- e. Toilet Facilities. No flush toilet in the dwelling unit, or if present, unfit for use.
- f. Bath Facilities. No bathtub or shower in the dwelling unit, or if present, unfit for use.
- g. 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.
- h. Lighting Facilities. Dwelling not wired or inadequately wired for electric lighting.
- i. Heating Facilities. Heating facilities inadequate or unsafe.
- j. 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.
- k. 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.

**TENANT** (synonymous with resident). An individual or family renting or occupying an assisted dwelling unit. Within this policy, tenant is the person or persons who execute the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to RHA. Tenant rent equals total tenant payment less the utility allowance. [24 CFR § 5.603]

**TOTAL TENANT PAYMENT (TTP).** The total amount the tenant pays toward rent and utilities based on the rent formula required by HUD.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is generally based on the number of bedrooms contained within the unit and generally ranges from zero to four bedrooms.

**UNREIMBURSED HEALTH AND MEDICAL CARE EXPENSES.** Total medical expenses anticipated during the period for which Annual Income is computed that 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.

**UTILITIES.** Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) and other housing services for an assisted unit are 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-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. The utility allowance will vary by unit size.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the TTP for the household occupying the unit. RHA does not issue utility reimbursement payments. In cases where the utility allowance is greater than the minimum rent, the family's adjusted rent will be zero.

**VERY LOW INCOME FAMILY.** 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, except that HUD may establish income limits higher or lower than 50% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** Any person who has served in the active military or naval service of the United States at any time and who has been discharged or released there from under conditions other than dishonorable.

**VIOLENCE AGAINST WOMEN ACT (VAWA).** The Violence Against Women Act was first authorized in 1994. On March 15, 2022, the President signed into law the Reauthorization Act of 2022. The law addresses the protections for victims of domestic violence, dating violence, sexual assault, or stalking who are applying for, or are the beneficiaries of, assistance under a HUD program covered by VAWA, as amended. Notwithstanding the title of the statute, protections are not limited to women but cover victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**WAITING LIST.** A list of families organized according to HUD regulations and RHA policy

that are waiting for subsidy to become available.

**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 (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR § 260.31). Welfare assistance includes only cash maintenance payments designed to meet a family's ongoing basic needs and excludes nonrecurring short-term benefits designed to address individual crisis situations.

## 19.2. APPENDIX 2: INCOME LIMITS

## Fiscal Year 2025 – Income Limits

# Persons in Household	30% Extremely Low	50% Very Low	80% Low
1	\$ 23,250	\$ 38,700	\$ 61,900
2	\$ 26,550	\$ 44,200	\$ 70,750
3	\$ 29,850	\$ 49,750	\$ 79,600
4	\$ 33,150	\$ 55,250	\$ 88,400
5	\$ 37,650	\$ 59,650	\$ 95,500
6	\$ 43,150	\$ 64,100	\$ 102,550
7	\$ 48,650	\$ 68,500	\$ 109,650
8	\$ 54,150	\$ 72,950	\$ 116,700

19.3. APPENDIX 3: FLAT RENTS

RHA Public Housing Flat Rent Schedule - Effective 01/01/2026

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
<b>Mineral Manor</b>		\$ 1,191	\$ 1,496	\$ 2,031	\$ 2,359
<b>Tom Sawyer Village</b>	\$ 1,031	\$ 1,191	\$ 1,496		
<b>Stead Manor</b>			\$ 1,496	\$ 2,031	
<b>Essex Manor</b>			\$ 1,496	\$ 2,031	
<b>Myra Birch Manor</b>			\$ 1,496		
<b>McGraw Court</b>		\$ 1,191			

19.4. APPENDIX 4: UTILITY ALLOWANCE SCHEDULE

RHA Public Housing Utility Allowance Schedule - Effective 01/01/2026

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
<b>Mineral Manor</b>		\$ 84	\$ 94	\$ 101	\$ 113
<b>Tom Sawyer Village</b>	\$ 58	\$ 62	\$ 66		
With 1 Security Light	\$ 62	\$ 66	\$ 71		
With 2 Security Lights	\$ 67	\$ 70	\$ 75		
<b>Stead Manor</b>			\$ 65	\$ 68	
<b>Essex Manor</b>			\$ 99	\$ 109	
<b>Myra Birch Manor</b>			\$ 97		
<b>McGraw Court</b>		\$ 59			

**19.5. APPENDIX 5: SIMPLIFIED MEDICAL DEDUCTION SCHEDULE**

Effective for annuals and new move-ins on or after 01/01/2025

<b>Gross Annual Income Range</b>	<b>Annual Medical Deduction</b>
\$1 - \$14,819	\$0
\$14,820 - \$19,919	\$1,700
\$19,920 +	\$2,915

**19.6. APPENDIX 6: INFLATIONARY ADJUSTMENT SCHEDULE**

The table below lists amounts referenced in this plan that are adjusted annually by HUD based on inflation. Amounts are in effect for annual recertifications and new move-ins on or after 01/01/2026.

<b>ADJUSTED ITEM</b>	<b>REGULATORY REFERENCE</b>	<b>AMOUNT EFFECTIVE ON 1/1/2026</b>
Threshold above which net family assets at admissions render them ineligible for assistance	24 § CFR 5.618	\$52,787
Threshold above which imputed returns must be calculated on net family assets	24 CFR §§ 5.609(a)(2) and (b)(1)	\$52,787
Threshold above which the total value of non-necessary personal property is included in net family assets	24 CFR § 5.603(b)	\$52,787
The amount of net assets for which the PHA/MFH Owner/Grantee may accept self-certification by the family	24 CFR § 5.618(b)(1)	\$52,787
Income exclusion for earned income of dependent full-time students	24 CFR § 5.609(b)(14)	\$480
Income exclusion for adoption assistance payments	24 CFR § 5.609(b)(15)	\$480
Mandatory deduction for elderly and disabled families	24 CFR § 5.611(a)(2)	\$400
Mandatory deduction for a dependent	24 CFR § 5.611(a)(1)	\$480