



FORT WORTH HOUSING AUTHORITY

*"Investing in the Community"*

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

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## CHAPTER 1 STATEMENT OF POLICIES AND OBJECTIVES

### **INTRODUCTION**

The U.S. Housing Act of 1937 created the low rent Public Housing program. Administration of the Public Housing program and the functions and responsibilities of the Housing Authority of the City of Fort Worth (FWHA) staff shall be in compliance with the FWHA's *Personnel Policy*, and this *Admissions and Continued Occupancy Policy* (ACOP). The administration of FWHA's Low-Income Public Housing (LIPH) program will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include any Public Housing regulations, handbooks, and applicable notices. All applicable federal, state and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Vol. 24 CFR, Parts 1, 5, 8, 100 and 900-966 (***Code of Federal Regulations***).

### **A. PUBLIC HOUSING AGENCY MISSION STATEMENT**

The Housing Authority of the City of Fort Worth (FWHA) is committed to providing quality affordable and accessible housing in a living environment that integrates low-and moderate-income individuals and families into the greater community without discrimination; and to creating economic opportunities for our program participants to become self-sufficient.

In order to achieve this Mission, we will:

- Expand housing opportunities in the Fort Worth area.
- Provide information and referral services.
- Manage our resources efficiently and effectively.
- Network with other groups and organizations that share our goals to improve the quality of life for individuals and families.
- Educate the community about who we are and what we do.

We will perform our mission with:

- Dignity - allowing each applicant and participant a sense of pride
- Fairness - remaining objective at all times, remembering that there are two sides to every story.
- Respect - treating others as we would like to be treated, in a non-judgmental manner
- Sensitivity - demonstrating empathy (not sympathy) by ensuring that program information provided is not only complete and accurate, but also offers positive solutions that foster hope

### **B. LOCAL OBJECTIVES**

- To provide improved living conditions for very low and low-income families while maintaining their rent payments at an affordable level
- To operate a socially and financially sound Public Housing Agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families, ensuring that all units meet the Uniform Physical Condition Standards (UPCS)
- To avoid concentrations of economically and socially deprived families in any one, or all of the FWHA's

public housing developments

- Promote a safe environment by denying initial or continued assistance to families who have demonstrated a history of violent criminal or drug-related activity
- Promote a safe environment by denying initial or continued assistance to families who have shown a pattern or repeated acts of any criminal activity
- To attempt to house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the FWHA's jurisdiction
- To provide opportunities for upward mobility for families who desire to achieve self-sufficiency
- To facilitate the judicious management of the FWHA inventory and the efficient management of the FWHA staff
- To ensure compliance with Title VI of the Civil Rights Act of 1964, and all other applicable federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status

### **C. PURPOSE OF THE POLICY**

The purpose of the ACOP is to:

- Establish standard policies for the FWHA staff to follow in determining eligibility for admission and continued occupancy consistently and fairly.
- Provide an ongoing training document for both experiences and newly hired staff.
- Provide answers to the Public Housing Program questions that are beyond the scope of the Federal Regulations.
- Provide FWHA clients and other members of the public with a basis for FWHA decisions.

These policies are governed by the requirements of HUD with latitude for local policies and procedures. If any changes conflict with this plan, HUD regulations will have precedence.

The FWHA Board of Commissioners will approve the policy and significant amendments. Required portions of this plan will be provided to HUD. **All references to FWHA refer to both FWHA and any designated and/or approved management agents as applicable.**

### **D. FAIR HOUSING POLICY**

It is the policy of FWHA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

FWHA shall not deny any family or individual the opportunity to apply for or receive assistance under the LIPH program on the basis of race, shade, color, sex, religion, creed, national or ethnic origin, ancestry, source of income, veteran's status, age, familial or marital status, handicap/ disability, sexual orientation or gender identity. FWHA shall comply with state and local anti-discrimination laws that protect lesbian, gay, bisexual and transgender (LGBT) individuals. To further its commitment to full compliance with applicable Civil Rights laws, FWHA will provide federal/state/local information to voucher holders and public housing residents regarding discrimination and any recourse available to them. Such information will be made available at time of application and during the family briefing session in each briefing packet, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the FWHA office. All written information and

advertisements will contain the appropriate Equal Opportunity language and/or logo for Fair Housing.

Except as otherwise provided in 24 CFR 8.21, 8.24, 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because FWHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed and/or available in binders and posted at locations throughout the FWHA. Information is displayed in conspicuous locations that are accessible to and usable by people with disabilities.

The FWHA offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone service provider.

The FWHA will assist any family that believes they have suffered illegal discrimination by providing them with the appropriate housing discrimination form. A claim form must be filed with either the Human Relations Commission or HUD. The family will be referred to the Human Relations Commission or HUD for filing a claim. At the applicant's request, assistance in completing the claim form will be provided by FWHA staff.

#### **E. REASONABLE ACCOMMODATION POLICY**

FWHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of FWHA's programs, services and activities. People with disabilities may need a reasonable accommodation in order to take full advantage of the FWHA housing programs and related services.

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Reasonable accommodations must be necessary and there should be an identifiable relationship, or "nexus", between the requested accommodation and the individual's disability.

If an individual with a disability requires an accommodation, FWHA will provide such accommodation unless the accommodation is not considered "reasonable". An accommodation will not be considered reasonable if it constitutes a fundamental alteration of the FWHA's programs, or constitutes an undue financial and/or administrative burden. When accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible in a way that would otherwise not be possible due to the disability.

An applicant and participant with a disability must first ask for a specific accommodation for their disability before FWHA will deviate from standard policies. Because disabilities are not always apparent, the FWHA will insure that all applicants/residents are aware of the opportunity to request a reasonable accommodation. A copy of this Reasonable Accommodation Policy and related Standard Operating Procedures (SOP) will be posted in all administrative offices of FWHA's properties. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedure, upon request, from FWHA and/or its designees.

FWHA will fully comply with the obligations found in HUD Notice PIH 2002-01 (HA) [Accessibility Notice: Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988]. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following American with Disabilities Act (ADA) definition of disability:

- A physical or mental impairment that limits an individual's ability to participate in major life activities;
- A record of such impairment, or
- Being regarded as having such impairment.



Notwithstanding any other provision of law no individual shall be considered disabled for the purpose of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

All decisions granting or denying reasonable accommodation requests will be in writing.

### **1. MEDICAL MARIJUANA USE AS A REASONABLE ACCOMMODATION (§5.403) (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011*)**

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. FWHA may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs 1-2*).

Person(s) seeking a reasonable accommodation to allow the use of medical marijuana are not “individuals with a disability” under Section 504 or the ADA and therefore do not qualify for a reasonable accommodation to allow the use of medical marijuana. Furthermore, because such requests are tantamount to requests to become an illegal drug user, FWHA is prohibited from granting such a request (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pg 6*).

### **2. METHODS USED TO CERTIFY A PERSON WITH A DISABILITY**

A person with a disability may request a reasonable accommodation at any time during the application process or participation in any of the FWHA’s programs. Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, the FWHA will ensure that all reasonable accommodation requests will be reduced to written form. If needed as a reasonable accommodation, the FWHA will assist the individual in completing the Request Form.

In order to be determined a reasonable accommodation, the following will be considered:

- a. Is the applicant an individual with a disability as defined by Fair Housing?
- b. Is the accommodation reasonable as related to the disability?
- c. Will the requested accommodation violate or release applicant/resident from any family obligation under the program?
- d. Will the requested accommodation enable the individual to access or use FWHA’s programs or services?
- e. Will the change result in a fundamental alteration of the program and will it cause an undue financial and administrative burden?

FWHA retains the right to be shown how the requested accommodation enables the individual to access or use FWHA programs and services, or to request that the applicant or program participant provide suggested reasonable accommodations.

All FWHA mailings will be made available in an accessible format, upon request, as a reasonable accommodation.

### **3. METHODS USED TO CERTIFY THE NEED FOR A REASONABLE ACCOMMODATION**

To verify that an applicant or program participant is a person with a disability, FWHA staff will first check to

see whether the applicant is under the age of 62 and receives either Social Security Disability or SSI Disability income.

Some residents or applicants may be persons with disabilities even though they do not have such income. In these cases, a verification form will be sent to a qualified professional having knowledge of the person's disability who can verify the person's status.

Once the person's status as a qualified person with a disability is confirmed, FWHA will require that a professional third party, competent to make the assessment, provide written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the requested reasonable accommodation is not related to an apparent or documented disability, the FWHA will obtain verification that the accommodation is needed due to a disability. The FWHA will not inquire on the specifics of an applicant's disability unless obtaining the information is necessary to complete the application and screening process. Such verification may be requested of a physician or other person or agency that may be qualified to verify the need for the reasonable accommodation.

FWHA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate they may request a formal hearing to review FWHA's decision. (Refer to chapter 13, *Complaints, Grievances and Appeals*). Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an undue financial and/or administrative burden.

#### **4. UNDUE HARDSHIP**

For requests for reasonable accommodation that create an undue financial and/or administrative burden, FWHA will deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of FWHA (i.e., waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole the requested accommodation would pose a severe financial hardship on the FWHA.

In determining whether an accommodation would create an undue hardship the following guidelines will apply:

- The nature and cost of the accommodation needed
- The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation
- The number of persons currently employed at such facility, the number of families likely needing such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation

#### **5. TRANSFER AS REASONABLE ACCOMMODATION**

FWHA shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, room, or hallways, and there is a vacant, comparable, appropriately sized UFAS-compliant unit in that resident's project or an adjacent project, FWHA may offer to transfer the resident to the vacant unit in his/her project or adjacent project in lieu

of providing structural modifications. However, if that resident rejects the proffered transfer or voucher, FWHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

## **6. SERVICE OR ASSISTANCE ANIMALS**

Residents of FWHA with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. FWHA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of FWHA's Pet Policy.

## **F. LANGUAGE ASSISTANCE FOR LIMITED ENGLISH PROFICIENCY (LEP) PERSONS**

The Fort Worth Housing Authority (FWHA) is committed to insuring that all applicants and participants in housing programs are able to fully engage in agency services and understand program guidelines as established by HUD as well as agency policy. In an effort to affirmatively further fair housing and comply with federal regulations, FWHA has implemented a Language Access Plan for those with Limited English Proficiency (LEP), including the hearing impaired, sight impaired and those with limited literacy.

In order to serve limited English proficiency (LEP) families, the Housing Authority implements the following activities:

### **1. DOCUMENTS**

FWHA has translated critical documents necessary to provide services and to insure applicants and participants are able to fully access housing programs. Translated documents include applications for housing assistance, request for reasonable accommodation, hardship exemption request, notice of Informal Review/Informal Hearing Process and other documents regarding the rights of participants and program information. Translated documents are available to staff in a shared network file.

Applicants and participants with limited literacy skills may request that staff read documents to them in order to insure understanding of the information.

All FWHA-created documents are available in large print upon request.

### **2. NOTICES**

FWHA displays notices in its Administrative Offices and Property Management Offices regarding the availability of translated documents, Fair Housing compliance and the use of telephone translation services for the hearing impaired. Such notices are also posted to the agency website. Spanish notices are displayed for translated documents and Fair Housing compliance.

### **3. TRANSLATION SERVICES**

Applicants may request FWHA provide translation for office visits. FWHA currently has bilingual employees on site, most of whom are available for translation.

In the event a language translation is required outside of the scope or availability of FWHA staff, the FWHA will arrange for an interpreter service at no charge to the client. In addition, a client may use, at his/her own expense, an interpreter of his/her own choosing.

Applicants and participants who are hearing impaired may use Relay Texas 711 telephone translation services or other comparable service when calling or receiving calls from FWHA. This service also provides telephone translation services for sight impaired and Spanish speaking persons.

At the request of the applicant or participant, FWHA will arrange for an interpreter service at no charge to the client. In addition, a client may use, at his/her own expense, an interpreter of his/her own choosing. In lieu of providing sight impaired applicants and participants with Braille documents, FWHA implements the HUD approved alternatives of either reading each document to the client, or providing a recording of document text.

#### **4. "I SPEAK" CARDS**

FWHA has a template of "I Speak" cards used by the US Census Bureau which has been modified by the creator to include additional African languages. Sixty-six (66) languages are listed. The cards are available to all staff to be used in determining what language an applicant or participant speaks for the purpose of providing appropriate interpretation.

All LEP families will be identified on the computer and in their file as to their primary language so that appropriate resources can be identified in advance of the family's needing assistance with an appointment. Lastly, the FWHA will provide training to current and new staff on an annual basis about the resources available for LEP families and how to utilize these resources for participating families.

#### **G. FAMILY OUTREACH**

FWHA will publicize and disseminate information to make known the availability of housing assistance, and related services, for low-income families on a regular basis. When FWHA's waiting list is open, FWHA will publicize the availability, and nature of housing assistance for low-income families, in newspapers of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspaper, FWHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. FWHA will also utilize public service announcements, its website, and social media.

FWHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors/guidelines to allow them to make proper referrals for housing assistance.

#### **H. PRIVACY RIGHTS**

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 *Authorization for Release of Information*. This document incorporates the Federal Privacy Act statement and describes the conditions under which HUD/FWHA will release family information.

FWHA's policy regarding release of information is in accordance with state and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept confidential. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. Designated staff must approve all requests for access and granting of accommodations based on this information.

FWHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location accessible by authorized staff only.

FWHA staff will not discuss family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether he/she has relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

The staff person who is utilizing a file is responsible for its security. Files will never be left unattended in common areas.

## **I. POSTING OF REQUIRED INFORMATION**

FWHA will maintain posted notices in a conspicuous area of each Area Management Office lobby or Community Room (if there is no site office) that specify where the following documents are located:

- Statement of policies and procedures governing ACOP or a notice of where the policy is available
- A notice of where FWHA's 5-year Plan and FWHA Annual Plans are available
- Information on application process and status of each waiting list (open or closed)
- Directory of the FWHA's housing sites including names, address of offices, and office hours at each facility
- Income limits for admission
- Consumption (Utility) Allowance Schedule
- Current schedule of routine maintenance charges
- Dwelling Lease/ Terms & Conditions
- Flat Rent Schedule
- Grievance procedures
- A Fair Housing poster
- An Equal Opportunity in Employment poster
- Policy on Requesting Reasonable Accommodation
- Flat Rents
- Current resident notices
- Required public notices

## **J. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES**

FWHA operates its Public Housing program with efficiency and can demonstrate to HUD or independent auditors that the FWHA is using its resources in a manner that reflects its commitment to quality and service. FWHA policies and practices are consistent with the Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations. FWHA is continuously assessing its program and consistently strives to make improvements.

FWHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. FWHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

## **CHAPTER 2 ELIGIBILITY FOR ADMISSION**

### **INTRODUCTION**

This chapter defines both HUD's and FWHA's criteria for admission and denial of admission to the program. The policy of this FWHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. The FWHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information if needed, and to receive an explanation of the basis for any decision made by FWHA pertaining to their eligibility.

### **A. FACTORS AFFECTING ADMISSION**

The family's initial eligibility for the Low-Income Public Housing (LIPH) program will be made in accordance with the eligibility factors which will be verified before the family is admitted to the program. FWHA only accepts applications from families whose head or spouse is at least eighteen (18) years of age or an emancipated minor under state law. To be eligible for participation an applicant must meet HUD's criteria as well as any permissible additional criteria established by FWHA.

#### **1. HUD FACTORS**

An applicant is qualified if he or she meets the following criteria:

- Is a "family" as defined in this chapter;
- At least one member of the applicant family must be either an U.S. citizen or have eligible immigration status before FWHA may provide any financial assistance;
- Has an annual income at the time of admission that does not exceed the low income limit for occupancy established by HUD and posted separately in FWHA offices;
- Provides a Social Security number for all family members, except as otherwise provided in this policy and by law; and
- Meets or exceeds the tenant selection and suitability criteria set forth in this chapter

#### **2. FWHA FACTORS**

FWHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- FWHA will deny admission to a family that fails to furnish a declaration of citizenship or eligible immigrant status and verification where required.
- FWHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted or non-federally assisted housing in violation of any federal or state law.
- FWHA will permanently deny admission to sex offenders who are subject to any registration requirement under a state sex offender registration program.
- FWHA will deny admission to a family if the family owes a debt to FHWA, or another Public Housing Agency (PHA), as a result of prior participation in any federal housing program, as allowed by federal and state law. The family must pay off or resolve the debt prior to being housed. FWHA will give the family 10 days to prove they have resolved the debt.

- FWHA may deny admission to a family if the family owes any previous landlord money, as determined by a court, within the last four (4) years. (Consideration will be given to assist the family if the family is under a repayment agreement with that landlord and the payments are current, the debt was incurred as a result of financial hardship or disability, the family has not been able to repay the landlord as a result of financial hardship or disability, or if other mitigating circumstances justify admission to the program.)
- A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by FWHA, including Form HUD-9886.
- A family may be denied admission to the program if any member of the family has been evicted from federally assisted housing for non-payment of rent within the last three (3) years.
- A family may be denied admission to the program if any member of the family has been evicted from federally assisted housing for any other serious violation of a lease, including drug-related or violent criminal activity within the last five (5) years.
- A family may be denied admission to the program if any member of the family has violated any family obligation during a previous participation in a federally assisted housing program within five (5) years prior to final eligibility determination. FWHA will review the individual circumstances of the case including; e.g., seriousness of the violation, whether the family member who violated the family obligation is not a current member of the household, or any other circumstances relevant to the evaluation of the alleged violation. FWHA may request the family to provide verifiable documentation.
- The family must not engage in criminal activity, illegal drugs, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents.

Where fingerprinting is not an option, the Housing Authority will ask the prospect to list all arrests in the past five (5) years. If the prospect neglects to list a past arrest or conviction, FWHA may elect to deny admission to the applicant.

FWHA, at its discretion, may elect to continue to process the applicant if, during the application process, an applicant neglects to list a past arrest or conviction and if that arrest or conviction is not for:

- Drug related criminal activity; nor
- Violent criminal activity; nor
- Criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; nor
- Other criminal activity which may threaten the health or safety of the owner, property management staff or persons performing a contract administration function or responsibility on behalf of FWHA (including a FWHA employee or a FWHA contractor, subcontractor or agent).

## **B. FAMILY COMPOSITION (HUD CFR 5.403)**

### **1. DEFINITION OF FAMILY AT ADMISSION**

The applicant must qualify as a family. A family may be a single person or a group of persons. FWHA defines a group of persons as two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who will live together in FWHA housing. Discrimination on the basis of familial status is prohibited and a group of persons may not be denied solely on the basis that blood, marriage, or operation of law does not relate them. For occupancy standards purposes the applicant may claim a spousal relationship.

HUD defines elderly, disabled, near-elderly, remaining member of a tenant family, single person, and displaced families (see Glossary in this policy for definitions).

**FWHA further defines a family as:**

All of the federally defined families regardless of actual or perceived sexual orientation, gender identity, or marital status, including elderly family, near-elderly family, disabled family, displaced family, remaining member of a tenant family, and a single person and two or more persons related by blood, marriage, adoption or act of law under the State of Texas or living together in a stable family relationship, sharing household and financial responsibilities for a minimum of six months. In determining family composition, children of the applicant who are temporarily absent from the household due to a foster care placement are considered members of the household. In addition, unborn children and children in the process of being adopted may be counted for the purpose of determining bedroom size.

**2. TEMPORARY ABSENCE OF CHILD**

The temporary absence of a child from the home due to placement in foster care is defined as a period of time that is anticipated to be less than six (6) months from the time the family is determined eligible for admission to the program. The child who is temporarily absent from the home due to placement in foster care shall be considered part of the family in determining the family composition and unit size. All temporary absences will be verified through the appropriate agencies. Any child absent for a period exceeding six months will be considered permanently absent from the home. The child may be added to the family composition when FWHA receives documentation from the court or social service agency that the child has been returned to the home.

**3. TEMPORARILY ABSENT FAMILY MEMBER**

The following person(s) are considered temporarily absent from the household and are to be considered as a part of the applicant/ tenant family. Income from any household member temporarily absent from the household is utilized in determining annual income.

- a. Separated Spouse: A separated spouse who has been absent from the home for less than ninety (90) days unless:
  1. Applicant has filed for divorce, legal separation or child support;
  2. Applicant is a victim of domestic violence;
  3. Applicant has applied for welfare assistance certifying the spouse is not in the home; and/ or
  4. Applicant has submitted the new address and phone number of the spouse and the FWHA is able to confirm same through their new landlord or lease agreement.
- b. A spouse confined to a nursing home or hospital that is expected to return to the home within twelve months unless applicant requests they be removed from the lease.
- c. Sole member of the household who has entered a hospital or nursing home and is expected to return to the home within three (3) months (continued occupancy only). Sole member must request extended time. Such request must be made in writing and may be approved by FWHA if sufficient documentation can be obtained regarding the time when tenant may be expected to return to the unit. For initial application interview, sole member of household must be immediately available to reside in the property, since move-in is essential to entering into a lease.
- d. Adult member of the household, other than the head of household or spouse who is away at college or in the military service that has not been removed from the lease.



- e. A minor under a joint custody agreement who is absent from the home six (6) months or less.
- f. Minor children who are not currently residing with their parent (applicant), either by voluntary action on the part of the parent or legal action by the Courts; provided the Head of Household (parent) certifies the child(ren) will be returning to their home as soon as suitable housing has been found and in the instance of Court separation, provide documentation from the Courts that the child(ren) are eligible for return to the parent in a reasonable time (three months or less).

#### **4. OCCUPANCY BY POLICE OFFICERS**

In order to provide an increased sense of security for public housing residents, FWHA may allow public housing units to be occupied by police officers. Police officers will not be required to be income eligible to qualify for admission to FWHA's public housing program.

#### **5. HEAD OF HOUSEHOLD**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State or local law.

Emancipated minors who qualify under state law will be recognized as head of household if there is a court order recognizing them as an emancipated minor. Persons who are married are legally recognized as adults under State law.

#### **6. SPOUSE OF HEAD**

Spouse means the husband or wife of the head.

For proper application of the Non-Citizens Rule, the definition of spouse is the marriage partner who in order to dissolve the relationship would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others/partners, or co-heads.

#### **7. CO-HEAD**

A co-head is an individual in the household who is equally responsible for the lease with the head of household. A head of household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

#### **8. LIVE-IN AIDES**

A household may include a live-in aide provided that such live-in aide:

- Is determined by FWHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities
- Is not obligated for the support of the person(s)
- Would not be living in the unit except to provide care for the person(s)

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program.

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the resident family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit provided doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of FWHA after normal criminal background screening criteria is met. Written verification certifying that a live-in aide is needed for the care of the family member who is elderly, near-elderly or disabled will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker.

The FWHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. If the live-in aide or their family members participate in drug-related or criminal activity, the PHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency. FWHA has the right to disapprove a request for a live-in aide based on the "Other Criteria for Admission" described in this chapter.

A live-in aide who is an applicant to the conventional housing program may not be approved for his/her own conventional housing unit while maintaining a bedroom in the conventional housing unit of another resident. Once an applicant who is residing as a live-in aide with an existing conventional housing resident is approved to receive his/her own low income or subsidized housing they must immediately be removed from the residence of the existing conventional housing program resident.

A person who is or will receive housing assistance as a primary participant or family member cannot be approved as a live-in aide.

## **9. SPLIT HOUSEHOLDS PRIOR TO BEING HOUSED**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, FWHA will only allow the head of household to retain placement on the appropriate sized wait list based on the new family composition, the date of the original application, and any preferences for which they are eligible. The co-head of household or other family member removed or "split" from the application must submit a new and separate application.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation they may be denied placement on the waiting list for failure to supply information requested by FWHA.

## **10. MULTIPLE FAMILIES IN THE SAME HOUSEHOLD**

When applicant families consist of two families living together (such as a mother and father and a daughter with her own husband or children) and they apply as a family unit, they will be treated as a family unit.

## **11. JOINT CUSTODY OF CHILDREN**

Children who are subject to a joint custody agreement, but live with one parent at least fifty-one percent (51%) of the time will be considered members of that household. Fifty-one percent (51%) of the time is defined as one hundred eighty-three (183) days of the year and do not have to run consecutively. For joint custody, either court documents or benefits received for a child from a recognized agency such as public assistance will be recognized. When both parents share equal custody of the children, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

## **12. PERMANENTLY ABSENT FAMILY MEMBERS**

The following person(s) are considered permanently absent from the household:

- a. Separated Spouse who has been absent from the home for more than ninety (90) consecutive days or who has met the criteria as temporarily absent.
- b. Adult child who is away at college and has been removed from the lease.
- c. Adult child who is in the military service and has been removed from the lease.
- d. Sole member of the household who is expected to be confined to a hospital or nursing home for more than three (3) months unless the member of the household obtains approval by the FWHA to extend absence.
- e. Sole member of the household or family that has left the assisted housing unit for more than thirty (30) days without reporting such absence to the FWHA.
- f. Minor children who have been removed from the home indefinitely and are not expected to be returned to the home within twelve (12) months.
- g. An adult family member who is being removed from the lease or housing application at the request of the Head of Household provided the Head of Household has submitted the new address and phone number for the person moving and the person does not meet the criteria under Temporarily Absent.
- h. An adult who is incarcerated at the time of initial application is considered permanently absent from the household and will not be included in the application for housing assistance. At such time as the adult is released, the Head of Household must request their addition to the housing application and lease in accordance with Interim Reexamination provisions. Approval of the request will be determined in accordance with FWHA's eligibility criteria.

## **13. VISITORS**

A person(s) who is a "visitor" to the unit for more than fourteen (14) consecutive days in a calendar year.

- a. Must be reported to management by the head of household.
- b. Person or persons who utilized the assisted housing unit as their mailing address and list same as their place of residence on their employment records or on their application for other benefits will be considered part of the household. Any income earned by such person(s) will be considered part of the total income and may result in lease termination and monies owed to the FWHA.

## **14. LGBT FAMILY**

A non-related individual (such as boyfriend/girlfriend), regardless of actual or perceived sexual orientation or gender identity, may be approved for addition to household as a "co-tenant", provided the relationship has been established as stable with the intent of being a long-term relationship and co-tenant provides appropriate financial support to the family.

## **C. INCOME LIMITATIONS**

No family other than a low-income family is eligible for admissions to a FWHA's public housing program. HUD establishes income limits annually (by family size) for the area in which FWHA is located. Those considered low-income have income that is eighty percent (80%) or below the median income for that area. Annual income is compared to the income limit and is applied only at admission as a test for eligibility. Once admitted, a family is no longer subject to initial income limit requirements in order to retain eligibility or for unit transfers.

## **D. SOCIAL SECURITY NUMBERS**

### **1. REQUIREMENT TO DISCLOSE**

All applicants and persons who are later added to the household are required to disclose his/her social security number, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
  1. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
  2. A family that consists of two or more household members and at least one household member that has eligible immigration status is classified as a mixed family and is eligible for prorated assistance in accordance with 24 CFR 5.520. The FWHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid (FWHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system).
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older (born before January 31, 1948) and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

### **2. SSN DOCUMENTATION**

Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

### **3. INDIVIDUALS WITHOUT AN ASSIGNED SSN**

Some individuals do not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

- a. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth)
- b. Noncitizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for)
- c. Noncitizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN)

FWHA will require citizens and lawfully present non-citizens who state that they have not been assigned a SSN by the SSA to sign a written declaration of such a status under the penalty of perjury to FWHA. FWHA should maintain the declaration in the tenant file.

FWHA will use the Alternate ID (ALTD ID) generator within the Public and Indian Housing information Center

(PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN. Once an individual discloses a SSN, FWHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

#### **4. REJECTION OF SOCIAL SECURITY NUMBER DOCUMENTATION**

The FWHA may reject documentation of the SSN provided by the applicant or participant for the following reasons only:

- a. The document is not an original document; or
- b. The original document has been altered, mutilated, or not legible; or
- c. The document appears to be a forged document (i.e. does not appear to be authentic).

The FWHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the FWHA within a specified time frame.

#### **5. ADDITION OF A NEW HOUSEHOLD MEMBER**

When a participant requests to add a new household member who is at least six (6) years of age or under and has an assigned SSN to the family, the participant must disclose the assigned SSN and provide FWHA with the documentation referenced in this policy at the time of such request or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, FWHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide FWHA with the documentation referenced in this policy within ninety (90) calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days, FWHA will grant the family an additional ninety (90) day period to comply with the SSN disclosure and documentation requirement if FWHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. FWHA should generate an ALT ID as referenced in this policy. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, FWHA must terminate the family's assistance, tenancy, or both of the entire family.

#### **6. PENALTIES FOR FAILURE TO DISCLOSE AND/OR PROVIDE DOCUMENTATION OF THE SSN**

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. Applicants: FWHA must deny the eligibility of an assistance applicant if he/she (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN.
  - 1. Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR 882, may be admitted to the program without providing the requested documentation (prior or at admission); however, the individual must provide FWHA with such documentation within 90 calendar days from the date of admission.

2. FWHA may grant the individual one 90-day extension, at its discretion, determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances and outside the control of the family. If, upon the expiration of the provided time period, the individual fails to comply with the SSN disclosure and documentation requirements, FWHA must terminate the tenancy or assistance or both of the individual.
- b. Participants: FWHA will terminate the housing assistance of the entire household if each member of the household required to disclose his/her SSN does not disclose his/her SSN nor provide the required documentation.

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

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

If the family is unable to comply with the requirements by the specified deadline, FWHA must terminate the housing assistance of the entire family.

## **E. CITIZENSHIP/ ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance a family member must be either a U.S. citizen or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. For the citizenship/eligible immigration requirement the status of each member of the family is considered individually before the family's status is defined.

### **1. MIXED FAMILIES**

A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families". Such applicant families will be given notice that their income-based assistance will be prorated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be prorated if the flat rent is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent, and the family chooses flat rent, then the family's maximum subsidy will be calculated and prorated.

### **2. NON-ELIGIBLE MEMBERS**

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

### **3. NON-CITIZEN STUDENTS**

Non-citizen students, as defined by HUD in the non-citizen regulations, are not eligible for assistance even if they marry an eligible individual.

### **4. VERIFICATION OF STATUS BEFORE ADMISSION**

FWHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Assistance to a family may not be delayed, denied, or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both Immigration and Naturalization Services (INS) and FWHA procedures, except for a pending FWHA hearing.

## **F. OTHER CRITERIA FOR ADMISSION**

In developing its admission policies, the aim of FWHA is to attain a resident population comprised of families with a broad range of incomes whose habits and practices will not be a detriment to other residents, and/or the surrounding community. Therefore, it is the policy of FWHA to deny admission to applicants whose present or past habits and practices may reasonably be expected to increase the likelihood of interference with other residents' right to peaceful enjoyment of the premises or may have an adverse effect on the health, safety and welfare of other residents.

All applicants (18 years of age and older) will be screened in accordance with HUD's regulations and FWHA's Applicant Screening. The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the Authority's lease as summarized below. All applicants must demonstrate through an assessment of current and past behavior the ability:

- To pay rent and other charges as required by the lease in a timely manner
- To care for and avoid damaging the unit and common areas
- To use facilities, appliances, and equipment in a reasonable way
- To create no health or safety hazards and to report maintenance needs in a timely manner
- Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others
- Not to allow guests and visitors under the applicant's control to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of other residents or staff
- Not to engage in criminal activity or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents or staff and not to engage in drug-related or violent criminal activity on or off FWHA premises
- To comply with necessary and reasonable rules and program requirements of HUD and FWHA
- To comply with local health and safety codes

Previous outstanding debts to this FWHA or any FWHA resulting from a previous tenancy in the Public Housing or Housing Choice Voucher (HCV, AKA: Section 8) programs must be paid in full prior to application being placed on the waiting list. Repayment agreements will be accepted pursuant to Chapter 14.

Head of household, spouse, or co-head is responsible for the entire debt incurred as a previous FWHA resident. Children of the head of household, spouse, or co-head who had incurred a debt to FWHA will not be held responsible for the previous debt unless they resided in the unit as an adult during the time period the debt was incurred. Debt as a result of unreported income is also due and payable.

FWHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Interview responses will be subject to third party verification.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either with or without assistance, and that they can demonstrate that they have or will have this ability and willingness

at the time of admission. The availability of assistance is subject to verification by FWHA.

FWHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under eighteen (18) and under State/local law does not have the legal capacity to enter into a legally binding contract.

As a part of the final eligibility determination FWHA will screen each applicant household to assess their suitability as renters. FWHA shall rely upon sources of information which may include, but are not be limited to:

- FWHA records
- Personal interviews with the applicant or resident
- Credit check
- Interviews with current and previous landlords, employer, family, social workers, clinics, physicians, parole officers, or the police department
- Criminal and court records
- Home visits

Home visits may be conducted at the current residence of all applicants, as FWHA deems necessary, whenever there is a potential of instability, unfavorable landlord comments, or lack of prior landlord history. Applicants shall have at least two working days advance written notice of home visits. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant are likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.

FWHA's examination of relevant information pertaining to past and current habits or practices will include, but are not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent and utilities
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors
- History or pattern of repeated acts of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity
- History or pattern of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger or interfering with the peaceful occupancy of neighbors
- History of initiating threats or behavior indicating intent to assault employees or other residents
- History or pattern of repeated acts of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents
- Violations of any family obligations from any Public Housing Authority or Federally subsidized property

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by FWHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.



The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare
- Adversely affect the physical environment or financial stability of the project
- Violate the terms and conditions of the lease
- Require services from FWHA staff that would alter the fundamental nature of the FWHA's program

## **1. RENT PAYING HABITS**

FWHA will examine any records from a prior tenancy and will request written references from the applicant's current landlord and may request written references from former landlords.

Based upon these verifications, FWHA will determine if the applicant was chronically late with rent payments, was evicted at any time for nonpayment of rent, or had other legal actions initiated against him/her for debts owed. Any of these circumstances may be grounds for an ineligibility determination, depending on any mitigating circumstances.

## **2. SCREENING APPLICANTS WHO CLAIM MITIGATING CIRCUMSTANCES**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior which when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one; justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into FWHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition, or course of treatment, FWHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. FWHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify the need for a reasonable accommodation.

- Examples of Mitigating Circumstances
  - Evidence of successful rehabilitation
  - Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by FWHA
  - Evidence of successful and sustained modification of previous disqualifying behavior

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission.

## **3. CONSIDERATION OF REHABILITATION**

When making determinations concerning applicant eligibility, FWHA may consider whether the applicant household member in question can demonstrate that:

- They have successfully completed a supervised drug or alcohol rehabilitation program, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been “clean and sober” for a period of no less than twelve (12) months; or
- FWHA may make inquiries to a drug abuse treatment facility that are solely related to whether the applicant household member in question is currently engaging in the illegal use of a controlled substance in cases where:
  - FWHA receives information from the criminal record of the applicant that indicates evidence of a prior arrest or conviction for such offense; or
  - FWHA receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property; engaged in violent activity against another person; or interfered with the right of peaceful enjoyment of the premises of another tenant.

Persons previously evicted from public housing for drug-related or violent criminal activity must provide FWHA with verifiable evidence that the circumstances leading to the eviction no longer exist.

#### **4. DOCUMENTING FINDINGS**

An authorized representative of FWHA shall document any pertinent information received relative to the following:

- Criminal Activity includes the activities listed in the definition of criminal activity in this chapter.
- Pattern of Criminal Activity includes evidence of repeated criminal activities on the part of an individual, or a pattern of conduct, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Pattern of Violent Behavior includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
- Pattern of Drug Use includes a determination by FWHA that the applicant has exhibited repeated acts of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Drug Related Criminal Activity includes a determination by FWHA that the applicant has been involved in the illegal manufacture, sale, distribution, use, or possession of a controlled substance
- Pattern of Alcohol Abuse includes a determination FWHA that the applicant's repeated abuse of alcohol might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Initiating threats or behaving in a manner which indicates intent to assault employees or other residents
- Abandonment of a Public Housing Unit without advising FWHA officials so that staff may secure the unit and protect its property from vandalism.
- Non-Payment of Rightful Obligations including rent and/or utilities and other charges owed to the FWHA or any other FWHA or housing provider.
- Falsifying an Application for Leasing including verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead
- Record of Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous

Behavior consists of patterns of behavior, which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This also includes behavior which damages the equipment or premises in which the applicant resides, or which is seriously disturbing to neighbors or disrupts sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Furthermore, it includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in repeated disturbance of the neighbors.

- Unsanitary or Hazardous Housekeeping includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes severe damages to premises or equipment. When it is determined that the family is responsible for conditions that may affect neighbors by causing infestation and foul odors or depositing garbage in halls or other neglect of the premises, this may also be cause for denial. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
- Whether Applicant or Resident is Capable of Maintaining the Responsibilities of Tenancy in the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors, which might indicate a reasonable probability of favorable future conduct or financial prospects.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating all known reasons for the denial. FWHA shall provide applicants an opportunity for an informal hearing.

## **G. DENIAL OF ADMISSION FOR DRUG RELATED AND/OR OTHER CRIMINAL ACTIVITY**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intent of the FWHA to fully endorse and implement a policy that is designed to help create and maintain a safe crime and drug-free community and keep our program participants free from threats to their personal and family safety.

### **1. ADMINISTRATION**

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, FWHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the bulletin boards of FWHA's area management offices and copies made readily available to applicants and residents upon request.

### **2. SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY**

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety, or the right to peaceful enjoyment of the premises by other residents, FWHA will endeavor to screen applicants thoroughly and fairly. Obtaining criminal history information for the purpose of screening a prospective participant/applicant includes any information concerning any arrest, conviction, or release from custody and/or any information regarding a pattern or repeated acts of criminal or drug related

behavior, or any offense that involved any activity related to controlled substances or alcoholic beverages.

In evaluating evidence of negative past behavior, FWHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation

### **3. SECURITY AND CRIMINAL BACKGROUND CHECK**

FWHA will verify any involvement in criminal activity on the part of any applicant family or household member who intends to reside in FWHA leased premises:

- Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a FWHA community. Criminal activity that occurs while an applicant's family is on the FWHA's waiting list will result in FWHA's decision to reject an applicant family.
- Involvement in criminal activity by any member of an applicant family or household member that would adversely affect the health, safety, or welfare of other tenants will be verified using information from the criminal records system of the City of Fort Worth, Tarrant County, the State of Texas, and the federal National Crime Information Center (the "NCIC"). FWHA will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy.
- FWHA will use a third party service to check criminal history.
- FWHA will use the criminal records system of the City of Fort Worth, Tarrant County, the State of Texas, the NCIC, and other states and/or municipalities to check all applicants for any evidence of:
  - a. Any and all information relative to any criminal convictions or activity, both felonies and misdemeanors;
  - b. Any and all information relative to any criminal charges that are currently pending before the court of the State of Texas or any jurisdiction, including the federal courts;
  - c. Any sex offender registration requirement for any household member. FWHA will check in Texas and any other states where any family member is known to have resided.
- The criminal records system shall be used to assess the applicant's past behavior especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property.
- Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation), FWHA will not admit persons engaging in any criminal activity violating state and/or federal law.
- Examples of criminal offenses that will be considered include, but are not limited to: felonies, disturbing the peace, drunk and disorderly conduct, threats or harassment, domestic violence, including actual or threatened violence toward members of an applicant household, assaults, destruction of property, vandalism, citations for health and sanitary code violation, possession of an unlawful weapon, criminal damage, arson, and home invasion.
- In applying the above provisions, FWHA will consider the nature of the offense and any mandatory penalties in accordance with state and federal law.
- Documentation of any of the following criminal activity by any applicant family or household member who intends to reside in FWHA leased premises may result in rejection of the applicant family.

Documentation of such activity may be considered alone or in conjunction with other criminal activity such as:

- a. Use, distribution, or possession of illegal drugs by an applicant family or household member who intends to reside in FWHA leased premises.
- b. Documentation from the criminal records system, or other verification of criminal activity, that shows a history of property-related crimes such as, but not limited to, burglary, robbery, larceny, weapon charges, and possession and receipt of stolen goods.
- c. Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as assault, battery, public intoxication (drunk & disorderly), or prostitution.
- d. Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as homicide/murder, rape, child molestation, spousal or child abuse, or drug related crimes as referenced.

#### **4. STANDARD FOR VIOLATION**

- FWHA will deny admission to the program to applicants for five (5) years from the date of an eviction if a household member has been evicted from housing for drug-related criminal activity. However, FWHA may admit the household if FWHA determines:
  - That the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by FWHA and has met the rehabilitation standard set forth in this policy; or
  - That the circumstances leading to eviction no longer exist.
- FWHA will deny admission to the program to applicants for five (5) years from the date of offense for any drug-related and other criminal activity that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents. The five (5) year period begins on the date of the offense and must include at least three (3) years without incarceration or additional arrests.
- FWHA will deny participation in the program to applicants where FWHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where FWHA determines that there is a pattern or repeated acts of illegal use of controlled substances or a pattern or repeated acts of alcohol abuse.
- In evaluating evidence or a pattern of negative past behavior, FWHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.
- No family member may have engaged in or threatened abusive or violent behavior toward FWHA personnel at any time.
- FWHA must deny admission to any applicant who has a family member using medical marijuana (See HUD legal opinion dated January 20, 2011, "Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing").
- No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years.

## **5. EVIDENCE**

FWHA must have credible evidence of the violation. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants and evidence gathered by FWHA inspectors and/or investigators. FWHA may pursue fact-finding efforts as needed to obtain credible evidence.

## **6. CONFIDENTIALITY OF CRIMINAL RECORDS**

FWHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished or in accordance with HUD regulation.

If the family is determined eligible for initial or continued assistance, FWHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination. If the family's assistance is denied or terminated the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

FWHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

## **7. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY**

Before FWHA takes any adverse action based on a criminal conviction record, upon request, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record.

## **8. RECOMMENDATION OF ADMISSION OR REJECTION**

Recommendation for admission or rejection will be based on the aforementioned criteria in this section.

## **9. SUPERVISORY REVIEW AND HEARINGS**

If information is revealed that would cause FWHA to deny admission to the household and the person disputes the information, he or she shall be given an opportunity for an informal hearing according to the FWHA's hearing procedures.

# **CHAPTER 3 APPLYING FOR ADMISSION**

## **INTRODUCTION**

The policy of FWHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but FWHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this policy.

### **A. APPLICATION PROCESS**

The application process is as follows:

- The pre-application will be recorded by date and time received.

- The “initial” or pre-application is used to determine the family’s placement on the waiting list. Applications submitted during a wait list opening, which a lottery selection system has been used, will be maintained and pulled from the waitlist through a computerized random selection process.
- The “final determination of eligibility for admission” (referred as the full application) takes place when the family reaches the top of the waiting list. At this time FWHA ensures that verification of all HUD and FWHA eligibility factors is current, in order to determine the family’s eligibility for an offer of a suitable unit.
- Applicants can be taken either at a central location for a general waiting list or at each individual site for site-based waiting lists.
- The pre-application process can be waived and applicants may skip to the full application process at the FWHA’s discretion, such as in the case where the waiting list is shorter than could reasonably be expected to be housed in three (3) months.

## **B. PRE-APPLICATION**

Families who wish to apply for any of the FWHA’s programs must complete a preliminary application (pre-application) when the waiting list is open. The information is to be filled out by the applicant whenever possible. Applications may be filled out electronically or by hand, depending on the format provided. Applicants requesting reasonable accommodations may complete the information over the telephone. An application may also be mailed to the applicant and in an accessible format, if requested.

Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

The purpose of the pre-application is to permit FWHA to preliminarily assess family eligibility or ineligibility, to determine placement on the waiting list(s) and/or review the pre-application for debt activity that would prevent program participation.

## **C. PRELIMINARY ELIGIBILITY CRITERIA**

An applicant will be preliminarily screened for the following:

- A previous application and subsequent denial and/or removal from any waiting list within the last twelve (12) months with FWHA
- A prior eviction from public housing within the past twelve months
- A prior eviction from public or other assisted housing program for a drug related or violent criminal activity within the past ten years
- An outstanding debt with the FWHA or another housing agency.

Applicants found to have one or more of the aforementioned items will be determined to be ineligible to apply.

## **D. NOTIFICATION OF PRELIMINARY STATUS**

After a review of the pre-application a written notification of preliminary eligibility will be given to, or mailed to the applicant.

If the family is determined to be preliminarily eligible they will be placed on the waiting list based on the date and time of application and any claimed preferences.

If the family is determined to be ineligible based on the information provided in the pre-application, FWHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

#### **E. APPLICANT STATUS WHILE ON WAITING LIST**

Applicants are required to inform FWHA in writing within ten (10) calendar days of changes occurring in family composition, income, and address, as well as any changes in their preference status. Applicants are also required to respond to requests from FWHA to update information on their application or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

#### **F. COMPLETION OF A FULL APPLICATION**

When FWHA is ready to select pre-applicants from the waiting list, FWHA will contact the applicant and notify the applicant of the requirement to complete a full application in his or her own handwriting, unless assistance is needed, or a person with a disability makes a request for accommodation. The full application will either be emailed or mailed to all applicants or will be filled out in person once their name is pulled from the waitlist as an accommodation to a person with a disability or at the discretion of FWHA.

FWHA will also request various authorizations for the release of information to complete a criminal, credit, eviction and rental history screening of all adults who will reside in the unit. Applicants will then be interviewed by FWHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, ADA or a reasonable accommodation may be requested at this time. The qualification for preference(s) must exist at the time the preference is verified regardless of the length of time that an applicant has been on the waiting list because the preference is based on current status.

#### **G. REQUIREMENT TO ATTEND INTERVIEW**

FWHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other FWHA services or programs which may be available.

All adult members are required to attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship, on a case by case basis, or for family members who are employed full-time.

If the head of household cannot attend the interview due to a disability a reasonable accommodation may be made. The head of household; however, will be required to certify by signature that all the information is complete and accurate. The head of household will be responsible for the application.

If the applicant fails to respond to the initial notification correspondence by not appearing for a pre-scheduled interview/orientation or fails to appear for an appointment, FWHA will send the applicant a withdrawal notice and they may request an informal review. If FWHA determines the missed appointment was for good cause the applicant will remain on the wait list. If the applicant requests to have the pre-scheduled appointment rescheduled prior to the day of the appointment, he/she will be rescheduled. If the applicant misses the rescheduled appointment without good cause, the applicant is removed from the waiting list.

Applicants that do not return the information requested during the interview or when requested in writing from FWHA within ten (10) days of their interview or the written request will have their case closed for lack of verification. A notice will be mailed to the applicant. It is the applicant's responsibility to contact FWHA to ask for another opportunity to bring back the requested information. Another ten (10) days may be granted with a valid reason or emergency (e.g. hospitalization).



Notices to applicant will include applicant's hearing rights.

A reasonable accommodation will be made for disabled persons that require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

All adult members must sign various required forms, which may include but not be limited to:

- HUD Form 9886, Release of Information;
- HUD Form 52675, Debts Owed to Public Housing Agencies and Terminations;
- Application forms;
- Release Forms;
- Supplemental forms;
- Declarations and consents related to citizenship/immigration status; and
- Any other documents required by the FWHA.

Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by FWHA.

If FWHA determines that additional information or document(s) are needed, FWHA will request the document(s) or information in writing. The family will be given ten (10) business days to supply the information. If the information is not supplied in this time period or if an extension is not requested and granted, FWHA will provide the family a notification of denial of assistance.

Applicants who fail to provide full disclosure of information, provide false information, or fail to complete the full application process will have their application withdrawn. Applicants will not be eligible to place their name on a FWHA waiting list for twelve (12) months from the date of withdrawal.

## **H. VERIFICATION**

Information provided by the applicant will be verified using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verified information that is less than 120 days old at the time of admission is considered current and need not be re-verified.

## **I. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, FWHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the FWHA, and the resident suitability determination.

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list and moved to the wait pool.

FWHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by FWHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by FWHA, such as turnover rates, and

market demands as they affect bedroom sizes and project location.

If site-based lists are being utilized and a family is selected for more than one waitlist, and they complete the intake process, and are ready to be housed, the family must choose which waitlist (and subsequently which unit) they want to be housed in. Once a family is housed they are removed from the rest of the FWHA's Public Housing waitlists.

## **CHAPTER 4 RESIDENT SELECTION AND ASSIGNMENT PLAN**

### **INTRODUCTION**

This chapter describes the FWHA's policies with regard to local preferences, management of waiting lists, and the number of unit offers that will be made to qualified applicants selected from the wait pool. FWHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the FWHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list and/or on the site-based waiting list specifically for each of the developments in which the applicant wishes to reside. Site Based Waitlists are designed to assist prospects on only one given site, one given area or a given age designation such as an elderly waitlist. All waitlists can open and close at any time following the procedures below, depending on need. Applicants will be listed in sequence, based upon the waiting list guidelines and actual or expected vacancies will be offered to an applicant in the appropriate sequence. All policies related to the management of the waiting list are applicable to both jurisdiction wide and site based waiting lists.

### **A. MANAGEMENT OF THE WAITING LIST**

FWHA will administer its waiting list as required by 24 CFR Part 5, Part 945 and 960 Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent file.
- The list will state the family name and family type.
- The list will state the racial and ethnic designations of the head of household.
- All applicants in the wait pool will be maintained in order of preference and the date of the application.
- Applications equal in preference will be maintained by date and time sequence.
- Applicants will be listed by size and type of unit required.
- All applicants must meet applicable income eligibility requirements as established by HUD.
- Applications submitted during a waitlist opening during which a lottery selection system has been used will be maintained and pulled from the waitlist through a computerized random selection process.

By maintaining an accurate waiting list FWHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the FWHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "wait pool". Selection from the "wait pool" will be in order of the date and time of the completion of verification.

### **1. TYPES OF WAITING LISTS**

This FWHA may maintain the following types of wait lists:

- Mixed Population
- General Occupancy
- Designated Elderly
- Designated Disabled
- Site-based
- Accessible Units

## **2. APPLYING TO MULTIPLE WAIT LISTS**

A family may put their name on multiple wait lists but when the family is admitted to a public housing site they will be taken off all other public housing waiting lists. If they are on the Housing Choice Voucher waiting list, they may remain on that list while being housed in public housing.

## **3. OPENING AND CLOSING THE WAITING LIST**

FWHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations for approximately twelve (12) months, or at its discretion, FWHA may leave the waiting lists open indefinitely.

When FWHA opens the waiting list, FWHA will advertise through public notice in the following newspapers, minority publications, and media entities:

- Fort Worth Star-Telegram, La Vida News, La Estrella
- City and County offices
- City Secretary's Office of Fort Worth
- Tarrant County Clerk's Office
- Tarrant County Housing Assistance Office

The notices will be made in an accessible format, if requested. They will provide potential applicants with information that includes FWHA office addresses and telephone numbers, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time may be given as an accommodation for submission of an application after the closing deadline.

FWHA may stop the acceptance of applications if there are enough applicants to fill anticipated openings for approximately twelve (12) months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. FWHA will give at least thirty (30) calendar days' notice prior to closing the list. When the period for accepting applications is over, FWHA will add the new applicants to the list by separating the new applicants into groups based on bedroom size, unit type, preferences and date, and time of application. FWHA will announce the closing of the waiting list by public notice as previously described.

## **B. SITE-BASED WAITING LISTS**

If the FWHA establishes site-based waiting lists, both current and new applicants may choose which site-based waiting list they wish to be placed on and may submit an application for as many sites as where they would choose to live.

When there are insufficient applicants on a site-based waiting list, the FWHA may contact applicants on all other waiting lists who may qualify for the type of housing with insufficient applicants. "Insufficient applicants" on a list will be defined as not enough families to fill vacancies for at least three (3) months based on anticipated turnover at the development.

Every reasonable action will be taken by the FWHA to assure that applicants can make informed choices regarding the development(s) in which they wish to reside. The FWHA will disclose information to applicants regarding the location of available sites. The FWHA will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time that the applicant will likely have to wait to be admitted to units of different types.

### **1. MONITORING SITE-BASED WAITING LISTS**

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered. In order to monitor the site-based waiting lists the FWHA will:

- Self-monitor its system of site-based waiting lists at least biannually to assure that racial steering does not occur. If the FWHA's biannual analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, the FWHA will take corrective action.
- At FWHA's discretion, use independent testers to ensure that applicants are not treated differently based upon race or ethnicity and that no patterns of discrimination exist.
- Assess changes in racial, ethnic or disability-related resident composition at each FWHA site that has occurred during the implementation of the site-based waiting lists.

## **C. ASSIGNMENT OF UNITS DESIGNATED FOR THE ELDERLY, DISABLED, OR MIXED USE**

In accordance with the 1992 Housing Act, families with a head, spouse, co-head or sole member who qualifies as a person who is elderly, disabled, or near-elderly as defined in 24 CFR 945.105 will be offered admission to buildings/units that are designated as elderly only, disabled only or mixed use for the elderly and disabled subject to a HUD-approved allocation plan.

### **1. ELDERLY, NEAR-ELDERLY, AND DISABLED**

Elderly families are defined as families whose head, spouse, co-head, or sole member is at least sixty-two (62) years of age. Disabled families are defined as families whose head or spouse or sole member is a person with disabilities. A near-elderly family is a family whose head, spouse, co-head or sole member is at least fifty (50) years of age but below sixty-two (62) years of age.

### **2. DESIGNATED HOUSING PLAN**

Until such time as HUD approves a development as designated elderly/near-elderly only, the FWHA will continue to fill vacancies with the next eligible applicant on the waiting list who accepts a unit offer, regardless of age.

After Resident Advisory Board and FWHA Board of Commissioners review, and HUD approval of a designated plan for elderly/near-elderly only housing, the FWHA will fill vacancies at designated developments with elderly and near-elderly families only. Younger disabled families who currently reside in developments approved for elderly/near-elderly designed housing will be relocated on a voluntary basis only.

All FWHA local preferences apply to elderly, disabled and near-elderly applicants.

### **3. MIXED POPULATION**

A mixed population development is reserved for elderly, near-elderly, and disabled families. Elderly, near-elderly, and disabled families are given equal preference in admission. The FWHA does not establish a limit on the number of elderly, near-elderly, or disabled families accepted in a mixed population development.

### **D. GENERAL OCCUPANCY UNITS**

General occupancy units are designed to house all populations of eligible families. In accordance with the FWHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the FWHA's general occupancy units.

### **E. ACCESSIBLE UNITS**

The FWHA has accessible units designed for persons with mobility, sight and hearing impairments. No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the FWHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the FWHA's control who has a disability that requires the special features of the vacant unit
- Second, to an eligible qualified applicant in the waiting pool having a disability that requires the special features of the vacant unit

When offering an accessible/adaptable unit to a non-disabled applicant, the FWHA will require the applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant.

### **F. REMOVAL FROM WAITING LIST AND PURGING**

The waiting list will be purged at least periodically by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within the allotted time frame as stated on the notice sent, the applicant will be removed from the waiting list. If a letter is returned by the Post Office, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period.

The FWHA may also remove a name from the waiting list for the following reasons:

- Applicant requests it.
- Applicant fails to advise the FWHA of their continued interest in public housing. This includes advising the FWHA of any changes in family status, preference status, or in living or mailing address.
- Applicant was clearly advised of a requirement to notify the FWHA of his/her continued interest by a particular time and failed to do so.
- FWHA has made reasonable efforts to contact the applicant to determine if there is continued interest, but

has been unsuccessful. Correspondence to the latest address that is returned by the Post office will constitute documentation of reasonable effort to contact the applicant. Returned mail will be filed with the applicant's pre-application.

- Applicant has failed to keep a scheduled interview or fails to provide information within specified time limits necessary to process the application or maintain the waiting list.
- FWHA has notified the applicant of its intention to remove the applicant's name because of ineligibility.

## **G. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the FWHA's selection criteria as defined in this policy. The FWHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law the FWHA will give preference to qualified families. Families can only qualify for one preference.

The FWHA uses the following local preferences in order of priority:

### **1. DISPLACED PREFERENCE**

Applicants who are involuntarily displaced by a natural disaster (fire, flood, hurricane, earthquake, etc), as verified by local, state, or federal authorities within the last 6 months, government or FWHA/HUD action (emergency relocation, sale of property, moves necessary due to modernization or demolition programs instituted by FWHA, etc.), or families who must move due to hate crimes or because they have agreed to testify for a legal proceeding regarding a criminal action *will be eligible for a local preference*. The following are acceptable forms of verification:

- a. Letter from a local, state or federal authority verifying the natural disaster; that the residence is uninhabitable; and date of disaster must be included in the letter; or
- b. Letter from the FWHA displacing the family; OR
- c. Letter from law enforcement agency verifying the family's status as a victim or testifying witness

### **2. WORKING FAMILY PREFERENCE**

A local preference will be awarded to families who meet the criteria below based on their employment status.

- a. Applicants whose head of household or spouse who is currently working a minimum of 32 hours per week for the past twelve (12) months, elderly families and disabled families;
- b. This preference is limited to a maximum number of 50% of the applicants housed within the FWHA's fiscal year

### **3. NURSING FACILITY RESIDENT**

Ten (10) units will be set aside for persons being discharged from a nursing facility who are referred through an authorized program such as "Money Follows the Person", and for which there is a Memorandum of Agreement with the FWHA.

### **4. HOMELESS FAMILIES WITH CHILDREN**

Ten (10) units will be set aside for homeless families with children in the Fort Worth Independent School District. Applicants must be referred by the Fort Worth Independent School District in accordance with

provisions outlined in a Memorandum of Agreement between FWHA and FWISD.

## **5. FACTORS OTHER THAN PREFERENCES THAT AFFECT THE SELECTION OF APPLICANTS**

FWHA has a number of Public Housing Units located in Low-Income Housing Tax Credit Properties. Because the income maximum restrictions for public housing units located in FWHA owned low-income housing tax credit units differ from public housing units located in 100% public housing properties, applicants must also meet income eligibility criteria when determining eligibility for these units.

- a. If a general occupancy unit (a regular public housing unit where the applicant's total adjusted family income can be no higher than 80% of the area median income or AMI) becomes vacant, FWHA will process families on the waiting list based on the preferences above and the date and time of application.
- b. If a 60% unit (a public housing unit within in a low-income housing tax credit property where the applicant's total family income can be no higher than 60% of the area median income or AMI) becomes vacant, FWHA will bypass any families on the waiting list whose gross adjusted annual income is greater than 60% of the AMI in order to pull income eligible families off of the waiting list to determine eligibility.
- c. If a 50% unit (a public housing unit within in a low-income housing tax credit property where the applicant's total family income can be no higher than 60% of the area median income or AMI) becomes vacant, FWHA will bypass any families on the waiting list whose gross adjusted annual income is greater than 50% of the AMI in order to pull income eligible families off of the waiting list to determine eligibility.
- d. If a 30% unit (a public housing unit within in a low-income housing tax credit property where the applicant's total family income can be no higher than 30% of the area median income or AMI) becomes vacant, FWHA will bypass any families on the waiting list whose gross adjusted annual income does not fall within 31%-60% of the AMI in order to pull income eligible families off of the waiting list to determine eligibility.

All other applicants that do not qualify for any preference will be placed on the waiting list(s) by the date and time of application. Families with equal preferences will be contacted to complete the full application in order of date and time of placement on the waiting list. Families who reach the top of the waiting list will be contacted by the FWHA to complete a full application at which time their preference will be verified. Any applicant who does not qualify for a preference at the time of full application time will be placed back on the waiting list(s) without the preference.

## **H. PREFERENCE DENIAL**

The applicant will be returned to the waiting list and ranked without the local preference if the preference verification indicates that an applicant does not qualify for the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference they will be removed from the waiting list with notification to the family.

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the FWHA in writing when their circumstances change. When an applicant claims an additional preference the applicant will be placed on the waiting list in the proper order of their newly claimed preference once verified.

## **I. SPECIAL ADMISSIONS**

When HUD awards a FWHA program funding that is targeted for specific individuals and/or families, the FWHA

will admit these families under a special admission procedure. Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences nor are they required to be on the program waiting list. The FWHA maintains separate records of these admissions. The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project
- For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term
- A family has been displaced by a natural disaster recognized by the Federal government such as Hurricane Katrina

Applicants who are admitted under special admissions rather than from the waiting list are identified by codes in the automated system.

## **J. MATCHING UNIT AND FAMILY CHARACTERISTICS**

Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the specific demographic groups limit the admission of families to those characteristics that “match” the characteristics and features of the available vacant unit.

By matching unit and family characteristics it is possible that some families in the waiting pool may receive an offer of housing ahead of families with an earlier date and time of application.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the preference system. Other admissions required by court order will also take precedence over the preference system.

## **K. INCOME TARGETING**

The FWHA will monitor its admissions to ensure that at least forty percent (40%) of families admitted to public housing in each fiscal year shall have incomes that do not exceed thirty percent (30%) of area median income of the FWHA’s jurisdiction.

Hereafter, families whose incomes do not exceed thirty percent (30%) of area median income will be referred to as “extremely low-income families”.

The FWHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the Quality Housing and Work Responsibility Act (QHWRA) by admitting less than forty percent (40%) of “extremely low-income families” to public housing in a fiscal year, to the extent that the FWHA has provided more than seventy-five percent (75%) of newly available vouchers and certificates to “extremely low-income families.” This fungibility provision discretion by the FWHA is also reflected in the FWHA’s Housing Choice Voucher Administrative Plan.

The fungibility credits will be used to drop the annual requirement below forty percent (40%) of admissions to public housing for extremely low-income families by the lowest of the following amounts:

- The number of units equal to ten percent (10%) of the number of newly available vouchers and certificates in the fiscal year;
- The number of public housing units that:



- Are in public housing developments located in census tracts having a poverty rate of thirty percent (30%) or more; and
- Are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

## **1. THE FUNGIBILITY FLOOR**

Regardless of the above two amounts, in a fiscal year, at least thirty percent (30%) of the FWHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the FWHA's overall requirement for housing extremely low-income families to drop to thirty percent (30%) of its newly available units. Fungibility shall only be utilized if the FWHA is anticipated to fall short of its forty percent (40%) goal for new admissions to public housing.

## **2. COMBINING LOW AND VERY LOW-INCOME FAMILY ADMISSIONS**

Once the FWHA has met the forty percent (40%) targeted income requirement for new admissions of extremely low-income families the FWHA can fill the remaining sixty percent (60%) of its new admission units with both low and very low-income families.

## **L. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

The FWHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower income projects and lower income residents into higher income projects. Toward this end, FWHA will skip families on the appropriate waiting list to reach other families with a lower or higher income. FWHA will accomplish this in a uniform and non-discriminating manner. Gross annual income will be used for income limits at admission and for income-mixing purposes.

The FWHA will gather data and analyze, at least annually, the resident characteristics of its public housing stock, including information regarding resident incomes, to assist in the FWHA's deconcentration efforts.

The FWHA will use the gathered resident income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the FWHA in its deconcentration goals.

### **1. DECONCENTRATION AND INCOME-MIXING GOALS**

Admission policies related to the deconcentration efforts of the FWHA do not impose specific quotas. Therefore, the FWHA will not set specific quotas, but will strive to achieve deconcentration and income mixing in its developments.

### **2. DEVELOPMENT DESIGNATION METHODOLOGY**

The FWHA's goal is to have eligible families having higher incomes occupy dwelling units in developments predominantly occupied by eligible families having lower incomes, and eligible families having lower incomes occupy dwelling units in developments predominantly occupied by eligible families having higher incomes.

Families having lower incomes include very low and extremely low-income families. Skipping of families for deconcentration purposes will be applied uniformly to all families.

### **3. INCOME LIMIT METHOD**

The FWHA will compare the gross annual income of all families in all multi-unit developments to the jurisdiction's income limits.

The FWHA will designate as higher income developments those developments where twenty percent (20%)

or more of the families residing in the development have incomes at or above the low-income limit eighty percent (80%) of area median income.

The FWHA will designate as lower income developments those developments where eighty percent (80%) or more of the families residing in the development have incomes at or below the extremely low and very low-income families.

#### **4. FWHA INCENTIVES FOR HIGHER AND LOWER INCOME FAMILIES**

The FWHA may offer certain incentives to higher and lower income families willing to move into higher or lower income projects. The FWHA will not take any adverse action against any family declining an offer by the FWHA to move into a higher or lower income project.

#### **M. PLAN FOR UNIT OFFERS**

When a unit will become available, FWHA will contact the first family who has completed the full application on the waiting list, with the highest priority for the type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The FWHA will contact the family by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given seven (7) business days from the date the letter was mailed to contact the FWHA regarding the offer.

The applicant shall be made one offer only for a suitable unit in the location where they have applied, regardless of how many applications have been submitted for the public housing program. Refusal of this offer will cause the application or applications to be withdrawn from all properties. If the first offer is rejected no other offer will be made unless a reasonable accommodation is requested and approved or the initial unit offer was made to a family to further a deconcentration goal. If the offer was made to further deconcentration and the family rejects the unit, the family will not be withdrawn but will be placed back on the applicable waiting list(s) with the original date and time of application and will be processed accordingly.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the oldest vacancy first.

The FWHA will maintain a record of units offered and accepted or turned down, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for rejection.

#### **N. CHANGES PRIOR TO UNIT OFFER**

Changes that occur prior to the applicant's acceptance of a unit may affect the family's eligibility, number of bedrooms needed, and/or total tenant payment (TTP). Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. If the family is subsequently determined ineligible the applicant will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing, when applicable.

An applicant's failure to notify the FWHA of changes in their family status while on the waitlist is subject to be returned to the waitlist. A change in family size that alters the bedroom size for which the family was originally selected from the waitlist will result in the applicant being returned to the waitlist for the bedroom size they have been determined eligible.

#### **O. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant rejects the unit offer the FWHA will remove the applicant's name from the waiting list. Removal from the waiting list means the applicant must wait twelve (12) months from the date of the final turndown before reapplying for the Public Housing program.

## **P. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must respond to unit offers within the number of days specified by the FWHA. The FWHA will make unit offers first by phone and second by mail. The offer will be noted as a refusal (turn down) if the applicant does not respond or accept a unit within the specified number of days.

### **1. APPLICANTS UNABLE TO TAKE OCCUPANCY**

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" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- Inaccessibility to source of employment, educational program, job training and/or children's daycare such that an adult household member must quit a job or drop out of an educational institution or a job-training program.
- Acceptance of the offer will place a family member's life, health, or safety in jeopardy. The refusal must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency or a threat assessment that verifies danger from criminal activity. Refusals due to location alone are not good cause.
- Presence of lead paint in the unit offered when the applicant has children under the age specified by current law.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.
- 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
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.
- Inability to move at the time of the offer for reasons such as a 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; or the family head, spouse or sole member is serving on an impaneled jury.

The applicant must be able to provide documentation to support claim is good cause for refusing an offer of housing. Where good cause is verified to FWHA's satisfaction, the refusal of the offer will not require that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list.

## **Q. REFUSAL OF OFFER**

If the unit offered is refused for other reasons the FWHA will follow the applicable policy as listed above.

## **CHAPTER 5 OCCUPANCY GUIDELINES**

### **INTRODUCTION**

The occupancy guidelines are established by the FWHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units while preserving them from excessive

wear and tear or underutilization. This chapter explains the occupancy guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

## **A. DETERMINING UNIT SIZE**

The FWHA does not determine who shares a bedroom/sleeping room. The FWHA's occupancy guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person eighteen (18) years or older, or an emancipated minor. All guidelines in this section relate to the number of bedrooms in the unit.

The following minimum and maximum number of persons will govern the number of bedrooms required to accommodate a family of a given size and composition.

BEDROOM SIZE	PERSONS IN HOUSEHOLD: (MINIMUM #)	PERSONS IN HOUSEHOLD: (MAXIMUM #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	5	8
5 Bedrooms	6	10
6 Bedrooms	8	12

Dwelling units will be assigned so that generally the FWHA will assign one (1) bedroom to two (2) people within the following guidelines:

- Adults (18 and over) who have a spousal relationship shall be allocated one bedroom.
- Persons of different generations or opposite sex, other than husband and wife, same sex couples, or infant children, may not be required to share a bedroom.
- Minors four years of age and under shall be allocated one bedroom, regardless of sex or relationship.
- Minors of the same sex will be allocated one bedroom, regardless of age or relationship.
- Minors of the opposite sex, four (4) years of age and under shall be allocated one bedroom. If one of the minors is 3 years old at the time of intake or an approved transfer, then one bedroom shall be allocated for each child as long as the occupancy standards for other minors as listed above is met.
- Infants under one year of age may be allowed to share a room with two other members of the household.
- Minors of the opposite sex, five (5) years of age and older shall be allocated separate bedrooms.
- A single pregnant woman may be allocated one-bedroom.
- A single head of household with a child four years of age and under may be allocated one bedroom.
- A child who is temporarily away from home will be counted for the purposes of assigning bedroom size.
- Live-in aides will be provided a separate bedroom, unless requested otherwise by the family. Only one additional bedroom per household will be provided for a live-in aide that assists a disabled member of the

household on a full-time or rotational basis or if the disabled person must have multiple part-time rotating attendants. No additional bedrooms are provided for the live-in aide's family.

Other considerations in determining the bedroom size:

- Foster children may be considered when determining unit size. Requests for the addition of foster children to the household must be approved by the FWHA prior to the actual move-in of the proposed new member.
- Following receipt of a family's request for approval, the FWHA will conduct a pre-admission screening, including projected length of the temporary placement, placement confirmation from an accredited foster care institution and the foster care assistance payment amount.
- Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to notify the FWHA of all changes in household composition immediately as they occur.
- Unused additional bedroom(s) for foster children may not be vacant for more than six(s) months.
- If the FWHA determines there is no longer a need for the additional bedroom(s) and has verified such with the foster agency, the household may be considered to be over-housed and will be issued an involuntary transfer notification to move into a smaller unit.

Space may be provided for a child who is away at school but who lives with the family during school recesses for as long as the child is considered a dependent.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military unless the absence is considered temporary such as short-term reserve duty.

Single person families can be allocated zero (0) or one (1) bedroom.

## **B. EXCEPTIONS TO OCCUPANCY STANDARDS**

The unit considerations in this chapter should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the FWHA will make a determination after review of the situation, the individual circumstances, and the verification provided.

The FWHA will grant exceptions from the guidelines in cases where it is the family's request or the FWHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- In all cases where the family requests an exception to the general occupancy standards, the FWHA will evaluate the relationship and ages of all family members and the overall size and accessibility features of the unit.

The family may request to be placed on a larger or smaller bedroom size waiting list than indicated by the FWHA's occupancy guidelines. The request must explain the need or justification for a larger or smaller bedroom size and must be verified by the FWHA before the family is placed on the larger or smaller bedroom size list.

The FWHA will consider these exceptions:

### **1. REQUEST FOR A UNIT ONE BEDROOM SIZE SMALLER THAN DESIGNATED**

A family that chooses to occupy a smaller unit size may request a larger size unit at their annual recertification

## **2. PERSON(S) WITH DISABILITY**

The FWHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements for a reasonable accommodation.

## **3. OTHER CIRCUMSTANCES**

Circumstances may dictate a larger size than the occupancy standards permit when persons cannot share a bedroom because of a need for medical equipment due to its size and/or function.

A doctor must verify requests for a larger number of bedrooms due to medical equipment. A licensed physician or an attending health care professional must verify all requests based upon health related needs on a Verification of Need for Reasonable Accommodation form.

The FWHA must approve all members of the family residing in the unit. The family must obtain written approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the FWHA within ten (10) days.

To avoid vacancies and when there are no other applicants to qualify for eligibility, the FWHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. A suitable unit is defined as a unit that meets the occupancy standards outlined above in this plan for a family size. This requirement is a provision of the lease.

## **4. OVER-HOUSED**

A family will be required to move if the FWHA determines the family is over-housed for the family size based on the FWHA occupancy standard and the unit is needed by a family who qualifies for that bedroom size. Over-housed is defined as occupancy of a unit of a given bedroom size while qualifying for a smaller bedroom size as outlined in the occupancy standard of this policy, unless there is a reasonable accommodation in effect that qualifies the family for the larger bedroom size.

The FWHA will identify a unit for which the over-housed family qualifies and will give the family at least thirty (30) days notice of the requirement to move.

## **5. UNDER-HOUSED**

A family will be required to move if the FWHA determines the family is under-housed for the family size based on the FWHA occupancy standard and the unit is needed by a family who qualifies for that bedroom size. Under-housed is defined as occupancy of a unit of a given bedroom size while qualifying for a larger bedroom size as outlined in the occupancy standard of this plan.

The FWHA will identify a unit for which the under-housed family qualifies and will give the family at least thirty (30) days notice of the requirement to move.

## **C. ACCESSIBLE UNITS**

The FWHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications. Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date (at applicant's expense with a new security deposit) if a person with a mobility impairment requiring the unit applies for housing and is determined eligible. If a tenant who does not need an accessible unit turns down that unit because they do not want to move

when the unit is needed by a person with disabilities, the tenant's refusal will not be counted against the offer(s) allotted to a tenant or applicant.

#### **D. FAMILY MOVES**

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List for the next available unit in the same complex.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Housing Director, who will make determination after review of the situation, the individual circumstances and the verification provided.

### **CHAPTER 6 DETERMINATION OF TOTAL TENANT PAYMENT**

#### **INTRODUCTION**

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the total tenant payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F, 24 CFR 960.253, and further instructions set forth in HUD notices, memoranda and addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The FWHA's policies in this chapter address those areas which allow the FWHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

#### **A. MINIMUM RENT**

The minimum rent for the FWHA is fifty dollars (\$50). The Total Tenant Payment is the greater of:

- Thirty percent (30%) of the adjusted monthly income
- Ten percent (10%) of the gross monthly income
- The minimum rent of \$50 as established by the FWHA

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The total tenant payment does not include charges for excess utility consumption or other charges.

The FWHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The FWHA will review all relevant circumstances brought to the FWHA's attention regarding financial hardship as it applies to minimum rent. The FWHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWA are stated in the following section.

#### **1. FWHA PROCEDURES FOR NOTIFICATION TO FAMILIES OF HARDSHIP EXEMPTIONS:**

The FWHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law. The FWHA will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.

The FWHA notification will advise the family that hardship exemption determination is subject to the FWHA's grievance procedures.

The FWHA will review all resident requests for exceptions from the minimum rent due to financial hardships. All requests for minimum rent exemption are required to be in writing. Requests for minimum rent exemption must state the family circumstances that qualify the family for an exception.

## **2. EXCEPTIONS TO MINIMUM RENT**

When a family requests a minimum rent hardship exemption, application of the minimum rent will be suspended beginning the month following the family's hardship request. During the minimum rent suspension period the FWHA will not charge the family a minimum rent, or if applicable, discontinue charging the family a minimum rent. The FWHA will not evict the family for nonpayment of minimum rent during the ninety (90) day period beginning the month following the family's request for a hardship exemption. The minimum rent will be suspended until the FWHA determines whether the hardship is:

- Covered by the exception criteria; and
- Temporary or long term.

If the FWHA determines that the minimum rent is not covered by statute, the FWHA will impose a minimum rent including payment for minimum rent from the time of suspension.

The FWHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

## **3. HUD CRITERIA FOR HARDSHIP EXEMPTION**

In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence
- The family would be evicted as a result of the imposition of the minimum rent requirement
- The income of the family has decreased because of changed circumstances, including:
  - Loss of Employment: Defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment
- Death in the family leading to loss of income
- Other circumstances as determined by the FWHA or HUD

## **4. NO QUALIFYING HARDSHIP**

If the FWHA determines that there is no hardship covered by the statute, a minimum rent will be imposed retroactively to the time of suspension. The family must pay any back rent and will be offered a reasonable repayment agreement.

## **5. TEMPORARY HARDSHIP**

If the FWHA determines that the hardship is temporary, a minimum rent may not be imposed for a period of ninety (90) days beginning the month following the date of the family's request for a hardship exemption. At the end of the ninety (90) day suspension period the FWHA will reinstate the minimum rent retroactively to



the beginning of the suspension. The family will be offered a reasonable repayment agreement for the back rent owed by the family. The FWHA defines temporary as ninety (90) days.

## **6. LONG TERM HARDSHIP**

If the FWHA determines a qualifying financial hardship is long term the FWHA will exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption will apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

## **7. APPEAL**

The family may use the grievance procedure to appeal FWHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

## **B. INCOME AND ALLOWANCES**

Income limits are published annually by the Department of Housing and Urban Development. The family's gross household income at initial eligibility must be within the income limits of one of the following:

- An extremely low-income family - gross household income is at or below 30% of the median income for the family size
- A very low-income family - gross household income is at or below 50% of median income for the family size.
- A low-income family - gross household income is at or below 80% of median income for the family size.

Should FWHA acquire property for federal public housing purposes, the families living in the property must meet income limit requirements in order to be eligible to remain as public housing tenants.

Income limit restrictions do not apply to families transferring within the FWHA's Public Housing Program.

Income is defined as the types of money that are to be used as income for purposes of calculating the TTP and are defined by local and federal regulations. In accordance with this definition, income from all sources of each member of the household is documented.

### **1. ANNUAL INCOME [24 CFR 960.201]**

Annual income is defined as the gross amount of income, monetary or not, anticipated to be received by the family during the twelve (12) months after admission, certification or recertification. Gross income is the amount of income prior to any allowable expenses or deductions, and does not include income which has been specifically excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Annual income will be based on either actual past gross total income or gross total income anticipated for twelve months following the initial determination or reexamination of income received from all sources by the family head and spouse (even if temporarily absent) and by each additional member of the family. This includes all net income derived from assets and is exclusive of certain types of income as provided in part 8 of this section. (See Income Inclusions and Income Exclusions in Glossary.)

### **2. ADJUSTED INCOME**

Adjusted income is defined as the annual income minus any allowable deductions.

### **3. ALLOWABLE DEDUCTIONS**

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

- a. Dependent allowance: Four hundred eighty dollars (\$480) each for family members (other than the head, co-head or spouse), who are minors, and for family members who are eighteen (18) and older who are full-time students or who are disabled.
- b. Elderly/Disabled allowance: Four hundred dollars (\$400) per household for families whose head, co-head or spouse is sixty-two (62) or over or disabled.
- c. Allowable medical expenses: Un-reimbursed medical expenses for all family members that exceed 3% of the gross annual income of the family are deducted for elderly and disabled families.
- d. Childcare expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
- e. Allowable Disability Assistance Expenses: Un-reimbursed disability expenses that exceed 3% of the gross annual income are deducted for attendant care by a non-family member or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense.

### **C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS – EARNED INCOME DISALLOWANCE (EID)**

Effective October 1, 1999, EID replaced the 18-month earned income disregard for families going from training programs to work. For qualified families, EID excludes income earned by family members who start work or self-sufficiency programs or who have increases in employment income.

#### **1. ELIGIBILITY**

Family members who are ineligible non-citizens are also ineligible for EID. In mixed families only the eligible non-citizens or citizens are eligible for EID exclusions.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent and whose annual income increases due to one of the following reasons:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member during participation in any economic self-sufficiency or other job-training program.
- New employment or increased earnings of a family member during or within six (6) months after receiving assistance, benefits, or services under any State program for Temporary Assistance to Needy Families (TANF) provided that the total amount over a six (6)-month period is at least five hundred dollars (\$500).

The HUD definition of “previously unemployed” includes a person who has earned in the twelve (12) months previous to employment no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of an economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

## **2. EXCLUDED INCOME**

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six (6) month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

## **3. INITIAL TWELVE (12) MONTH EXCLUSION**

During the cumulative twelve (12) month period beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, the FWHA will exclude from annual income any increase in income of the family member, as a result of employment, over the prior income of that family member.

## **4. SECOND TWELVE (12) MONTH PHASE-IN EXCLUSION**

During the second cumulative twelve (12) month period after the expiration of the initial cumulative twelve (12) month period referred to above, the FWHA must exclude from annual income of a qualified family fifty percent (50%) of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

## **5. MAXIMUM FOUR-YEAR DISALLOWANCE**

The earned income disallowance is limited to a lifetime forty-eight (48) month period for each family member. For each family member the disallowance only applies for a maximum of twelve (12) months of full exclusion of incremental increase and a maximum of twelve (12) months of phase-in exclusion during the forty-eight (48) month period starting from the date of the initial exclusion.

If the period of increased income does not last for twelve (12) consecutive months the disallowance period may be resumed at any time within the forty-eight (48) month period and continue until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve (12) month full exclusion and the second twelve (12) month phase-in exclusion).

No earned income disallowance will be applied after the forty-eight (48) month period following the initial date the exclusion was applied regardless of whether the family has received the full exclusion for a total of twelve (12) months or the phase-in exclusion for the total of twelve (12) months.

## **6. APPLICABILITY TO CHILD CARE AND DISABILITY ASSISTANCE EXPENSE DEDUCTIONS**

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

## **7. TRACKING THE EARNED INCOME EXCLUSION**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- The date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason {new employment, participation in job training program, within six (6) months after receiving TANF} for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date(s) earned income ended and resumed during the initial cumulative twelve (12) month period of the exclusion (if any)
- Date the family member has received a total of twelve (12) months of the initial exclusion
- Date the twelve (12) month phase-in period began
- Date(s) earned income ended and resumed during the second cumulative twelve (12) month period (phase-in) of exclusion (if any)
- Date the family member has received a total of twelve (12) months of the phase-in exclusion
- Ending date of the maximum forty-eight (48) month, {four (4) year} disallowance period {forty-eight (48) months from the date of the initial earned income disallowance}

The FWHA will maintain a tracking system to ensure correct application of the earned-income disallowance.

If an interim recertification is not done for income increase, the initial twelve (12) month exclusion will still begin on the date on which the increase in earned income begins.

## **8. INAPPLICABILITY TO ADMISSION**

The earned income disallowance does not apply for purposes of program admission.

### **D. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero (0) income are required to complete an interim recertification at least every sixty (60) days. Families that report zero (0) income will also be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

The FWHA may request credit checks for all adult members of families that report zero (0) income. Where credit reports show credit accounts open and payments current, the FWHA will take action to investigate the possibility of fraud or program abuse.

If the family's expenses exceed their known income, the FWHA may make inquiry of the head of household as to the nature of the family's accessible resources.

In some cases, a person with zero (0) income will receive a utility allowance reimbursement to help assist with

paying utilities for their unit.

The FWHA will use the upfront income verification system (UIV) within 90 days of admission and at least every sixty (60) days thereafter until income is received by the family.

### **E. REGULAR CONTRIBUTIONS AND GIFTS**

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

If the family's expenses exceed their known income, the FWHA will make inquiry of the family about contributions and gifts.

### **F. ALIMONY AND CHILD SUPPORT**

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, the FWHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount. The FWHA will accept as verification that the family is receiving an amount less than the award if:

- The FWHA receives verification from the agency responsible for enforcement or collection
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney

It is the family's responsibility to supply a certified copy of the divorce decree.

In cases where an adult family member is required to pay alimony and/or child support, this amount is not excluded as an income deduction.

### **G. LUMP-SUM RECEIPTS**

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment, child support or welfare assistance are counted as income and any amount remaining will be considered an asset. Lump sum payments from Social Security or SSI are excluded from income. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, the FWHA uses a calculation method which calculates retroactively, depending on the circumstances.

#### **• ATTORNEY FEES**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

## **H. ASSETS AND ASSET INCOME**

Income generated from some assets is used in the calculation of annual income for the purpose of determining the Total Tenant Payment. Net family assets are defined as the net cash value after deduction of reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. The following are excluded from assets:

- Interests in Indian trust land
- Equity accounts in HUD homeownership programs
- The value of necessary items of personal property such as furniture and automobiles
- Actual income from all net family assets, or
- Imputed asset income which is the cash value of listed assets multiplied by HUD-determined local passbook interest rate

Where the family has net family assets in excess of five thousand dollars (\$5,000), the FWHA will use the greater of the actual income received from the asset or an amount equal to the total net value multiplied by the applicable HUD approved Passbook Savings Rate.

## **I. CONTRIBUTIONS TO RETIREMENT FUNDS**

Contributions to company retirement/pension funds are handled as follows:

- The assets counted while an individual is employed are the amounts the family can withdraw without retiring or terminating employment
- The assets counted after retirement or termination of employment are any amount the employee elects to receive as a lump sum.

## **J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

The FWHA must count assets disposed of for less than fair market value during the two (2) years preceding certification or recertification. The FWHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The FWHA's minimum threshold for counting assets disposed of for less than fair market value is five thousand dollars (\$5,000), or another amount as determined by HUD. If the total value of assets disposed of within the two (2) year period is less than five thousand dollars (\$5,000) or other amount as determined by HUD, they will not be considered an asset.

## **K. CHILDCARE EXPENSES**

Unreimbursed childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further his or her education to comply with federal law.

For disabled family members who are children aged thirteen (13) and older, childcare expenses which enable a family member to be employed and are not paid to a member of the family nor reimbursed by an outside source shall be considered deductible disability assistance expenses.

Only before or after-hours care can be counted as childcare expenses in the case of a child attending K-12 private school.

In all cases, childcare expenses must be reasonable which is determined by the average childcare rates in the FWHA's jurisdiction.

Allowance of deductions for childcare expenses is based on the following guidelines:

### **1. MAXIMUM EXPENSE**

The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working. The amount deducted shall not exceed the amount of income received from employment.

### **2. AMOUNT OF EXPENSE**

The FWHA will survey local care providers in the community and other various surveys to determine what is reasonable. The FWHA will use the collected data as a guideline. The FWHA may calculate the allowance using the guideline if the hourly rate materially exceeds the guideline.

Third party verification from the childcare provider is required for all childcare deductions. Families who report child care expense by an individual providing child care that is in excess of \$50.00 per week must provide requested documentation showing verification of the expense. Families unable to provide the proper verification may be limited to a maximum of \$50.00 per week for childcare or denied the childcare deduction.

## **L. DISABILITY ASSISTANCE EXPENSE**

Families may deduct reasonable anticipated expenses for attendant care and auxiliary apparatus for family members with disabilities under the following circumstances:

- If they are necessary to enable a family member to be employed (this maybe the disabled member).
- Provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

This deduction may not exceed the earned income received by family members who are able to work because of such qualified expenses.

Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read and write, but only if these items are directly related to permitting the disabled person or other family member to work.

## **M. MEDICAL EXPENSES**

Families who are determined to be either elderly or disabled may deduct unreimbursed medical expenses over 3% of their gross annual income in determining their total tenant payment. When a household is eligible for a medical expense deduction, the medical expenses of all family members may be counted.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

In order to be considered a medical expense, nonprescription medicines must be doctor-recommended and the qualified family must furnish legible receipts that give enough information to match what was purchased to the recommended items.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses with approval from a licensed medical professional.

## **N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES**

### **1. APPLICABILITY**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

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

### **2. PRORATED ASSISTANCE CALCULATION**

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

## **O. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The total tenant payment of a family will not be decreased if a family receiving welfare benefits have their benefits reduced as a result of sanction for:

1. Non-compliance with welfare self-sufficiency programs; or
2. Non-compliance with work activity requirements; or
3. Fraud by a family member in connection with a welfare program.

## **P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

If the cost of utilities (excluding telephone) is not included in the resident rent, a utility allowance will be deducted from the total tenant payment pursuant to an FWHA approved Utility Allowance Schedule. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household not on a family's actual consumption.

When the utility allowance exceeds the family's Total Tenant Payment the FWHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the resident.

## **RESIDENT PAID UTILITIES**

The following requirement applies to residents living in developments with resident-paid utilities or applicants being admitted to such developments. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

## **Q. FAMILY CHOICE RENTS**

### **1. AUTHORITY FOR FAMILY TO SELECT**

The FWHA shall provide for each family admitted to and residing in a public housing unit to elect at admissions and annually thereafter whether the rent paid by such family shall be 1) determined based on family income (income based); or 2) the flat rent. The FWHA will provide families with sufficient information to make an informed choice. This information will include:



- How to switch the type of rent in circumstances of financial hardship
- The dollar amount of tenant rent the family will pay under each option

The FWHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the FWHA.

## **2. ALLOWABLE RENT STRUCTURES**

### **a. Flat Rents**

The FWHA has established a flat rental amount for each dwelling unit in public housing based on a percentage of the Fair Market Rent (FMRs) for each bedroom size. The percentage is reviewed and adjusted annually as determined every year by FWHA.

The FWHA shall review the income of families paying flat rent not less than once every three (3) years. Family composition will be reviewed annually for all families, including those paying flat rent. For a family paying flat rent there will be no utility deduction.

Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

Once a family has selected flat rent, the rent will remain constant throughout the twelve (12) months even though FWHA may have adjusted the flat rent amounts during that period. If at reexamination, the family chooses to remain on flat rent, the new amount will take effect.

Families who opt for the flat rent are not entitled to a utility reimbursement. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the regular annual reexamination; however FWHA will conduct a reexamination of family composition at least annually.

Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **b. Income-Based Rents**

At admission and each year at recertification, the income-based method will be used to calculate the total tenant payment unless the family has selected the flat rent method. Total tenant payment is the highest of the following amounts rounded to the nearest dollar.

- Thirty percent (30%) of the family's monthly-adjusted income
- Ten percent (10%) of the family's gross monthly income
- The FWHA's Minimum rent of fifty dollars (\$50)

### **3. SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES**

In the case of a family that has elected to pay the FWHA's flat rent, the FWHA shall within thirty (30) days provide for the family to pay rent in the amount determined under income-based rent upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the family has decreased because of changed circumstances including loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance
- An increase in expenses due to a change of circumstance in the family's expenses such as increased medical costs, childcare, transportation, education, or similar items
- Such other situations as may be determined by the FWHA

All hardship situations will be verified. Once a family switches to income-based rent due to financial hardship the family must wait until its next annual recertification to select the type of rent.

At the time of annual recertification the family will be sent a form from the FWHA on which the family will indicate whether they choose flat rent or income-based rent.

## **CHAPTER 7 VERIFICATION PROCEDURES**

### **INTRODUCTION**

The verification process during the time of application, interim recertification and annual recertification is a critical task in the administration of the HUD's assisted housing programs. This task requires FWHAs to verify factors that affect the determination for an applicant's/ participant's adjusted income. The verification process also requires the applicant/participant to provide and disclose information that is true and complete whenever information is requested.

The FWHA's verification requirements are designed to maintain program integrity and to utilize limited housing resources as correctly and efficiently as possible. This chapter explains the FWHA's procedures and standards for verification of preferences, income, assets, completion of the citizenship or eligible immigration status, allowable deductions, family status, and changes in family composition. The policies in this chapter provide detailed verification procedures so that participants are thoroughly informed of the verification process. The FWHA will obtain proper authorization from the family before requesting information from independent sources.

### **A. METHODS OF VERIFICATION AND TIME ALLOWED**

The FWHA will verify information through the five (5) methods of verification acceptable to HUD in the following order:

- Up-front income verification (UIV)
- Third-Party Written
- Third-Party Oral
- Review of Documents
- Certification/Self-Declaration

## **1. UP FRONT INCOME VERIFICATION**

Up-front income verification is the verification of income before or during a family recertification through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Types of income that may be verified using up-front income verification (UIV):

- Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services).
- Unemployment Compensation
- Social Security Benefits (including Federal and State benefits, Black Lung benefits, and dual benefits).

## **2. AVAILABLE UP-FRONT INCOME VERIFICATION TECHNIQUES**

The FWHA will obtain up-front income verification through the following methods whenever possible:

- Computer matching agreements with a federal, state, or local government agency, or a private agency
- Use of HUD's Enterprise Income Verification (EIV)
- Submit direct requests for income verifications to a federal, state, or local government agency or a private agency

## **3. USE OF THIRD-PARTY VERIFICATIONS TO SUPPLEMENT UP-FRONT INCOME VERIFICATION**

Up-front income verification replaces (to the maximum extent possible) the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary to complement up-front income verification, for example, when the resident disputes the data or when there is a substantial difference between resident-provided income and UIV. Up-front income verification should not be considered an automatic substitute for other third-party verification. Rather, up-front income verification may supplement other verification documentation such as original, current tenant-provided documents.

## **4. THRESHOLD FOR SUBSTANTIAL DIFFERENCES**

The FWHA has adopted HUD's established criteria for what constitutes a "substantial difference" in cases where UIV income data differs from tenant-provided and/or other verified income information. HUD defines a "substantial difference" as one that is \$200 or more (per family member) per month.

- UIV Income Data that is not substantially different than participant-provided income information.
- UIV may alleviate the need for third-party verification when there is not a substantial difference between UIV and tenant-reported income (either pay stubs or what tenant claims on the data collection sheet/recertification form).

In cases where UIV income data is NOT substantially different than tenant-reported income, FWHAs will follow guidelines below:

- If UIV income data is more than current tenant-provided documentation the FWHA will use UIV income data to calculate anticipated annual income unless the tenant provides the FWHA with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.)
- Upon receipt of acceptable tenant-provided documentation of a change in circumstances the FWHA

will use tenant-provided documents to calculate anticipated annual income.

## **5. UIV INCOME DATA THAT IS SUBSTANTIALLY DIFFERENT THAN PARTICIPANT-PROVIDED INCOME INFORMATION**

In cases where UIV income data is substantially different than tenant-report income, the FWHA shall follow the guidelines below:

- The FWHA shall request written third party verification from the discrepant income source in accordance with 24 CFR 5.236 (3) (I)
- The FWHA shall review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the FWHA cannot readily anticipate income such as in the sources of seasonal employment, unstable working hours, and suspected fraud
- The FWHA must analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy
- The FWHA will use the most current verified income data (and historical income data if appropriate) to calculate annual income.

## **6. WHEN THIRD-PARTY VERIFICATIONS ARE REQUIRED**

Third-party verification is required in the following instances:

- UIV is not available
- There is a “substantial difference” between tenant-provided documents and UIV verification
- The resident disputes the UIV data and provides supplemental supporting documentation

## **7. FWHA RESPONSIBILITIES FOR UTILIZING UIV SYSTEMS AND DATA**

While UIV is an excellent tool for highlighting potential income errors the FWHA has the responsibility:

- To compare UIV information with participant-provided information
- To resolve income discrepancies promptly to determine accurate tenant rents based on all available information
- Not to take any adverse actions against participants solely based on computer matching information. This means the FWHA will not suspend, terminate, reduce or make a final denial of assistance to any tenant as a result of information produced by UIV until (a) the tenant has received a notice from the FWHA detailing its findings and has been offered the opportunity to contest the findings and (b) either the notice period provided in applicable regulations of the program or 30 days, whichever is later, has expired.

## **8. THIRD-PARTY WRITTEN VERIFICATION**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail faxed e-mailed directly to and received directly back from the source. The family will be required to sign an authorization for release of information form to release the specified information.

The FWHA will accept verifications received directly from the provider as third party documentation including but not limited to the following:

- Social Security disability or award statements
- Veterans Administration award statement
- IRS tax forms
- Written verification of TANF or General Assistance
- Unemployment Compensation statements
- Pay stubs or earning statements
- City or County Court documents
- Signed receipts or paid invoices for child care expenses
- Receipts from pharmacies for prescription drugs
- Child Support cancelled checks or award letters
- Receipts for medical expenses or insurance premiums

## **9. NUMBER OF ATTEMPTS TO OBTAIN WRITTEN THIRD PARTY VERIFICATION**

The FWHA will make at least one attempt to obtain written, third-party verification. If a response is not received back from the source within ten working days after the written request for third-party is sent, the FWHA will make an attempt at obtaining oral third-party verification.

## **10. THIRD-PARTY ORAL VERIFICATION**

Oral third-party verifications will be used when written third-party verifications are delayed or not possible or to verify documents provided by the family. When a third-party oral verification is used staff will be required to complete a form noting with whom they spoke, the date of the conversation, and the facts provided. The information collected through oral third-party verification shall be the same information collected on written third-party verification forms. If provided by telephone, the FWHA must originate the call.

## **11. ACCEPTABLE PARTICIPANT-PROVIDED DOCUMENTS**

In the event that third party written or oral verification is unavailable or after the FWHA has made at least two documented unsuccessful attempts (one may be written and one oral) the FWHA may review the original (authentic) documents provided by the participant. All original documents should be dated within the last 60 days of the interview. The FWHA will make a photocopy of the original documents and maintain the copy in the participant files. The FWHA shall document the receipt, copy, and review of the original (authentic) documents in the tenant files. Below are some acceptable participant-provided documents:

- At least the last six (6) consecutive, original wage stubs
- Social Security Administration award letter
- Bank Statements
- Pension benefit statements
- TANF award letter

- Computer printouts from the employer
- Other documents noted in this chapter as acceptable verification

All such documents viewed, excluding government checks, need to be original documents which will be photocopied and retained in the participant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

## **12. UNTIMELY RECEIPT OF THIRD-PARTY VERIFICATIONS**

Despite the FWHA's best efforts to obtain third-party verifications in a timely manner, sometimes third-party verifications are returned days or even weeks after the effective date of the new rent determination. In cases where the third-party verification is returned from sources within 30 day after the effective date of the recertification the FWHA will only re-determine income when the difference between the third-party verification and the resident-provided verification is greater than \$100 per month for entire family.

## **13. LATE THIRD-PARTY VERIFICATIONS THAT REQUIRE A NEW INTERIM RECERTIFICATION**

The following cases will require the resident to come in for an interim recertification so that resident-provided information can be updated and compared to the third-party verifications:

- In cases where a family has several sources of income and more than one third-party verification arrives late and at different times and there is a cumulative discrepancy of more than \$100 per month between the participant-provided income and the third-party verified income;
- In the event that third-party verification is returned more than 30 days after the effective date of the recertification and there is a discrepancy of more than \$100 per month between the participant-provided income and the third-party income.

## **14. SELF-CERTIFICATION/SELF-DECLARATION**

Families will be required to submit self-certification when verification cannot be made by third-party verification or review of documents. Self-certification is a statement that is signed under penalty of perjury in the presence of FWHA staff. The FWHA will allow up to one week for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

## **B. RELEASE OF INFORMATION**

All adult family members will be required to sign the HUD 9886 Release of Information/ Privacy Act form. In addition, adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886 Authorization for Release of Information/ Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the FWHA or HUD.

## **C. ENTERPRISE INCOME VERIFICATION SYSTEM**

The Enterprise Income Verification (EIV) System provides FWHA with information supplied from State Wage Income Collection agencies (SWICA) and the Social Security Administration Quarterly Wage information. Bi-weekly unemployment benefit information and Social Security benefits information are provided through a data matching process for households covered by a 50058 form submitted to HUD.

Upon receiving income information from a SWICA or federal Agency, the FWHA shall compare the information with the information about a family's income that was provided by the assistance applicant or participant to the FWHA.

When the income information reveals an employer or other income source that was not disclosed by the assistance applicant or participant, or when the income information differs, according to the HUD guidelines on unreported income or information received from the assistance applicant or participant or from his or her employer. The FWHA shall request the undisclosed employer or other income source to furnish any information necessary to establish an assistance applicant's or participant's eligibility for or level of assistance in a covered program. This information shall be furnished in writing or verified by phone.

## **1. OPPORTUNITY TO CONTEST**

- a. The FWHA shall promptly notify any assistance applicant or participant in writing of any adverse findings made on the basis of the information verified. The assistance applicant or participant may contest the findings in the same manner as applies to other information and findings relating to eligibility factors under the applicable program.
  - o Termination, Denial. Suspension, or reduction of assistance shall be carried out in accordance with Requirements and procedures applicable to the program, and shall not occur until the expiration of any notice period provided by the statute or regulations governing the program.
- b. FWHA's may not suspend, terminate, reduce or make a final denial of any tenant as a result of information produced by UIV until (a) the tenant has the opportunity to contest such findings and (b) either the notice period provided in applicable regulations of the program, or 30 days, whichever is later has expired.

## **2. ADMINISTRATIVE OR LEGAL ACTIONS**

### **a. Undisclosed Income**

If the EIV System reveals undisclosed income at initial lease up or a subsequent recertification in excess of the HUD approved guidelines on unreported income the FWHA shall:

1. Request the undisclosed employer or other income source to furnish any information necessary to establish eligibility or level of assistance in the program.
2. Provide applicant or participant of adverse findings and give them an opportunity to contest such findings.

### **b. Actions Related to Fraud.**

#### **1. Repayment Agreements.**

- a) The FWHA will calculate the amount owed and the resident's ability to pay back the money owed.
- b) The FWHA may enter into a repayment agreement with the tenant if the following conditions are determined or met
  - Resident must make an initial payment of 25% of the outstanding debt
  - Payback period will be no more than 12 months
  - There are no other payback agreements in effect with the tenant and the FWHA.

- Only the President/ CEO or his/her designee can make exceptions to this procedure.
- c. Failure to pay rent and payback amounts monthly.
1. The FWHA may terminate assistance and begin eviction process.
- d. Fraud in excess of \$1,500.00
1. Assistance will be terminated, or tenant eviction process began.
  2. File and information forwarded to the Inspector General's Office for legal action.

#### **D. ITEMS TO BE VERIFIED**

FWHA will verify all information, to include but not limited to:

- All income (earned or unearned)
- Zero-income status of household
- Full-time student status for students who are eighteen (18) years or over
- Current assets including assets disposed of for less than fair market value in proceeding two (2) years
- Childcare expenses where it allows an adult family member to be employed or to further his/her education or seek employment
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed
- Legal identity
- U.S. citizenship/eligible immigrant status
- Social Security Numbers for all family members age six years older
- Preference status
- Familial/marital status when needed for head or spouse definition
- Disability for determination of preferences, allowances or deductions
- Completion of Community Service Requirement (unless exempt)

Where the FWHA must verify a reduction in benefits of welfare assistance for noncompliance, the FWHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

#### **D. VERIFICATION OF INCOME**

This section explains the documentation the FWHA may use to verify various types of income. These lists are not meant to be inclusive and other forms of documentation may be provided, as deemed acceptable by the FWHA.



## **1. EMPLOYMENT INCOME**

Verification forms used by FWHA will request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months
- Year-to-date earnings
- Estimated income from overtime, tips, and bonus pay expected during next twelve (12) months

Applicants and program residents will be required to sign an authorization for release of information from the Internal Revenue Service for further verification of income only in cases where there are questions about the validity of information provided by the family. The FWHA will then require the most recent federal income tax statements. Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by case basis.

## **2. ALIMONY OR CHILD SUPPORT PAYMENTS**

Acceptable methods of verification can include, but not be limited to:

- FWHA verification form completed by payment provider
- Verbal confirmation by payment provider
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules
- Copy of latest check and/or payment stubs from court trustee. FWHA must record the date, amount, and number of the check
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules;
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement;
- Welfare Notice of Action showing amounts received by the welfare agency for child support; or
- A written statement from an attorney certifying that a collection or enforcement action has been filed.

The regular award amount will be used if the family fails to provide the documents required above in cases of irregular child support payments.

### **3. NET INCOME FROM A BUSINESS**

In order to verify the net income from a business the FWHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months.

Acceptable methods of verification include but are not limited to:

- IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income) -- If accelerated depreciation was used on the tax return or financial statement an accountant's calculation of depreciation expense computed using straight-line depreciation rules should be provided.
- Audited or unaudited financial statement(s) of the business
- Credit report or loan application
- Family's self-certification as to net income realized from the business during previous years
- Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six (6) months {or lesser period if not in business for six (6) months} to project income for the next twelve (12) months. The family will be advised to maintain these documents in the future if they are not available.

The FWHA may request any of the documentation identified above regardless of the verification used.

### **4. RECURRING GIFTS**

The family will be required to complete a third party verification form for the provider of recurring gifts. If the third party form is not returned, the family must furnish a self-certification that contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

### **5. ZERO INCOME STATUS**

When families report zero income and have no income excluded for rent computation, the FWHA will pursue verification of income that reflects the family's lifestyle.

Zero income families may be required to:

- Execute verification forms to determine that types of income such as unemployment benefits, TANF, SSI, or other sources of income are not being received by the household;
- Complete the recertification process every sixty (60) days;

- Complete a zero income form that estimates how much they spend on telephone, cable TV, food, clothing, transportation, debts, household items, and whether any of these costs are being paid by an individual outside the family (such payments are considered income).

To further verify zero income the FWHA may:

- Request information from the Texas Workforce Commission, the IRS, and other agencies as necessary.
- Run a credit report if information is received that indicates the family has an unreported income source.

## **6. FULL-TIME STUDENT STATUS**

Only the first four hundred-eighty dollars (\$480) of the earned income of full time students eighteen (18) years of age or older, other than head or spouse, will be counted towards family income. Financial aid, scholarships, and grants paid directly to the full time student or to the educational institution are not counted towards family income. However, there may be exceptions such as income that is paid directly to another entity for housing. (24 CFR 5.609, Income Exclusions)

Verification of full time student status includes:

- Written verification from the registrar's office or other school official
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution
- Financial aid awards must be provided

## **E. INCOME FROM ASSETS**

The FWHA is responsible for verifying all assets to determine the amount of income produced by these assets: Checking, & Savings Accounts, Stocks, Bonds, Interest Income and Dividends.

The FWHA will utilize the current balance for savings accounts and the average six-month balance for checking accounts for checking and savings accounts that do not require third-party verification. Statements must be provided at the initial and annual recertification appointment.

### **1. CHECKING AND SAVINGS ACCOUNTS, STOCKS, BONDS, INTEREST INCOME AND DIVIDENDS**

- FWHA verification forms completed by the financial institution.
- Verbal confirmation of information from the financial institution.
- Account statements, passbooks, certificates of deposit.
- Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- IRS Form 1099 from the financial institution provided that the FWHA must adjust the information to project earnings expected for the next twelve (12) months.

### **2. INTEREST INCOME FROM MORTGAGES OR SIMILAR ARRANGEMENTS**

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve (12) months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown).

- Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or recertification.

### **3. NET RENTAL INCOME FROM PROPERTY OWNED BY FAMILY**

- IRS Forms 1040 with Schedule E (Rental Income)
- Records from property management company handling the rental property
- Copies of latest rent receipts, leases, or other documentation of rent amounts
- Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense
- Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized

## **F. VERIFICATION OF ASSETS**

### **1. CURRENT MARKET VALUE**

The FWHA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash).

- Verification forms, letters, or documents from a financial institution or broker
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker
- Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate
- Real estate tax statements if the approximate current market value can be deduced from assessment
- Financial statements for business assets
- Copies of closing documents showing the selling price and the distribution of the sales proceeds
- Appraisals of personal property held as an investment
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes

### **2. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE (FMV) DURING TWO YEARS PRECEDING EFFECTIVE DATE OF CERTIFICATION OR RECERTIFICATION.**

For all certifications and recertification, the FWHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two (2) years preceding the effective date of the certification or recertification.

If the family self-certifies that they have disposed of assets for less than fair market value, verification (or self-certification) is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition.

Third party verification will be obtained wherever possible.

## **G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

### **1. CHILDCARE EXPENSES**

Written verification from the person and/or agency who receives the payments is required. If the childcare provider is an individual, he/she must provide a statement of the amount they are charging the family for their services.

A copy of a Federal Tax Return or other appropriate documentation supporting the deduction for childcare must support childcare expenses in excess of \$50 per week claimed by an applicant for childcare provided by an individual who cares for children in their home.

Verifications must specify the child care provider's name, address, telephone number, Social Security number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

A family must certify as to whether any of those payments have been or will be paid or reimbursed by outside sources.

At no time are child support payments paid out by a household member considered a deduction.

Applicants who fail to provide this verification will only be allowed a maximum of \$50 per week for a childcare allowance.

### **2. MEDICAL EXPENSES**

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. One or more of the methods listed below will verify all expense claims:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on 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 family
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next twelve (12) months. A computer printout will be accepted
- Receipts, cancelled checks, or payment stubs that verify past medical costs or past insurance expenses that are likely to be incurred in the next twelve (12) months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months.
- Receipts or other record of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. FWHA may use this approach for "general medical expenses" such as nonprescription drugs and other items, as prescribed by a physician and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year
- The FWHA will use mileage, at the IRS rate, cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **3. FOR ATTENDANT CARE**

- A reliable, knowledgeable professional's certification that the assistance of an attendant is a necessary medical expense and a projection of the number of hours the care is needed for calculation purposes
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services

### **4. ASSISTANCE TO PERSONS WITH DISABILITIES**

#### **a. In All Cases:**

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received

#### **b. Attendant Care:**

- FWA verification form must be completed by provider
- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided
- Certification of family and attendant and/or copies of canceled checks family used to make payments

#### **c. Auxiliary Apparatus:**

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment

## **H. VERIFYING NON-FINANCIAL FACTORS**

### **1. VERIFICATION OF LEGAL IDENTITY**

In order to prevent program abuse the FWA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers accompanied by state or federal photo identification
- Church issued baptismal certificate accompanied by state or federal photo identification
- Current, valid Driver's license, or State ID Card
- U.S. military discharge (DD 214), U.S. passport

- Department of Human Assistance Identification Card accompanied by state or federal photo identification

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- Driver's License or State Issued ID Card
- Passport

## **2. FAMILIAL RELATIONSHIPS**

Self-Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. The following verifications may be required if certification is insufficient:

- Verification of relationship:
  - Official identification showing name
  - Birth Certificates
  - Baptismal certificates
  - Court-ordered assignment
  - Affidavit of parent
  - Verification from social services agency
  - School records
- Verification of guardianship:

## **3. VERIFICATION OF DOMESTIC VIOLENCE**

Verification of domestic violence when assessing an occurrence includes but is not limited to:

- Report from Shelter for battered persons
- Police reports
- District Attorney's office

If another adult is to be removed from the household and lease a restraining order must be provided if the other household member does not want to vacate from the property.

#### **4. VERIFICATION OF PERMANENT ABSENCE OF FAMILY MEMBER**

If a family member who was formerly a member of the household is reported permanently absent by the family, the FWHA will consider any of the following as verification:

- Husband or wife institutes divorce action
- Husband or wife institutes legal separation
- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement.
- Statements from other agencies such as social services that the adult family member is no longer living at that location
- If the family member is incarcerated a document from the court or correctional facility should be obtained stating how long they will be incarcerated
- If no other proof can be provided the FWHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

#### **5. VERIFICATION OF CHANGE IN FAMILY COMPOSITION**

The FWHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, postal verification and other sources.

#### **6. VERIFICATION OF DISABILITY**

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, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

#### **7. VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS**

To be eligible for assistance individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Ineligible family members have either been declared ineligible, or elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the FWHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were Residents and sixty-two (62) years of age or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The FWHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the FWHA must request within ten days that the INS conduct a manual search.



Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse. In cases where the ineligible family member is the head of household and no other adults are in the home, their signature will suffice.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

a. Failure to Provide

If an applicant or resident family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

b. Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For family members added after other members have been verified, the verification occurs at the interim recertification, after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

c. Extensions of Time to Provide Documents

The FWHA will grant an extension of a minimum of thirty (30) days for families to submit evidence of eligible immigrant status.

d. Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94) – only acceptable if annotated or along with other court or INS documents per CFR 24, part 960 200.184
- Temporary Resident Card (I-688), which must be annotated Section 245A or Section 210
- Employment Authorization Card (I-688B), which must be annotated Provision of Law 274a.12(11) or Provision of Law 274a.12
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five (5) years.

## **8. VERIFICATION OF SOCIAL SECURITY NUMBERS**

All applicants and persons who are later added to the household are required to disclose his/her social security number, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be

unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.

- A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
  - A family that consists of two or more household members and at least one household member that has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR 5.520. The FWHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. FWHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.
- d. SSN Documentation:

Acceptable evidence of the SSN consists of:

1. An original SSN card issued by SSA;
  2. An original SSA-issued document, which contains the name and SSN of the individual; or
  3. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual
- e. Individuals without an assigned SSN

Some individuals do not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

1. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth)
2. Noncitizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for)
3. Noncitizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN)

The FWHA will require citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA, to sign a written declaration of such a status under the penalty of perjury to the FWHA. The FWHA should maintain the declaration in the tenant file.

The FWHA will use the Alternate ID (ALTD ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or unable to disclose a SSN.

Once an individual discloses a SSN, the FWHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

f. Rejection of Social Security Number Documentation

The FWHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

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

The FWHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the FWHA within a specified time frame.

g. Addition of a New Household Member:

When a participant requests to add a new household member, who is at least six year of age or under the age of six and has an assigned SSN, to the family, the participant must disclose the assigned SSN and provide the FWHA with the documentation referenced in Section 6 of HUD Notice PIH 2010-3 (HA) at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the FWHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the FWHA with the documentation within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the FWHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if the FWHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The FWHA should generate an ALT ID as referenced in Section 9 of HUD Notice PIH 2010-3 (HA). Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the FWHA must terminate the family's assistance, tenancy, or both of the entire family.

h. Penalties for Failure to Disclose and/or Provide Documentation of the SSN:

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

1. Applicants. The FWHA must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN.
2. Participants. The FWHA will terminate the housing assistance of the entire household if each member of the household required to disclose his/her SSN) does not disclose his/her SSN and provide the required documentation.

However, if the family is otherwise eligible for continued assistance the FWHA, at its discretion, may defer

the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the FWHA determined the family noncompliant with the SSN disclosure and documentation requirement, if the FWHA determines:

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

If the family is unable to comply with the requirements by the specified deadline, the FWHA must terminate the housing assistance of the entire family.

Social Security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration.

If a family member cannot produce a Social Security card, only the documents listed below showing his/her Social Security number may be used for temporary verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security card information provided is/are complete and accurate:

- Verification of benefits or SSN from Social Security Administration
- Identification card issued by a federal, state or local agency
- Identification card issued by Medicare and Medicaid
- Benefit award letters from government agencies

The adult family member will need to apply for and supply an actual social security card within 90 days of the temporary verification. New family members six years of age and older will have and make available their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the FWHA.

When a participant requests to add a new household member who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the FWHA with the documentation referenced in section 6 of HUD Notice PIH 2010-3 (HA) within 90 calendar days of the child being added to the household.

If an applicant or resident is able to disclose the Social Security number but cannot meet the documentation requirements, the applicant or resident must sign a certification to that effect provided by the FWHA. The applicant/resident or family member will have an additional sixty- (60) days to provide proof of the Social Security number. If they fail to provide this documentation the individual's application or assistance will be terminated.

In the case of an individual at least sixty-two (62) years of age the FWHA may grant an extension for an additional sixty (60) days to a total of one hundred twenty (120) days. If, at the end of this time, the elderly individual has not provided documentation, the individual's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect

## **CHAPTER 8 TRANSFER POLICY**

### **INTRODUCTION**

The transferring of families is very costly both to the FWHA and to the families. However, it is the policy of the FWHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the affirmative housing goals of the FWHA. The transfer policy will be carried out in a manner that does not violate any fair housing or civil rights acts.

As an addendum to the new lease, all transfers (voluntary and involuntary) will require a payment agreement to be signed by all adult household members and the FWHA which outlines any debt owed to the FWHA (rent, maintenance charges, move out charges, fire damage, late fees, etc).

The FWHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

### **A. INVOLUNTARY (MANDATORY) TRANSFERS**

There are specific circumstances when a resident does not have the option to transfer or not. These transfers are considered involuntary and a resident must transfer to another unit to ensure that they are being housed appropriately. The FWHA work closely with all residents subject to involuntary transfers to ensure that relocations are handled considerately and according to all applicable rules and regulations.

#### **1. DIFFERENT SIZE UNIT**

The FWHA may require the resident to transfer to a different size unit if the resident's family composition changes. If there are charges related to the transfer, those charges will be added to the new account. The FWHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list which will be reviewed for need-based transfers prior to offering a unit to a family in the wait pool.

#### **2. OUT OF AN ACCESSIBLE UNIT**

The FWHA may require a non-disabled resident to transfer from a disabled accessible/adaptable unit to a unit that is not disabled-accessible/adaptable.

#### **3. EMERGENCY TRANSFERS**

The FWHA will authorize an emergency transfer for a participant family if the resident's unit has been damaged by fire, flood, or other causes to such a degree that damages are hazardous to life, health or safety and the unit is not habitable. In these cases, only one appropriate unit in size and/or accessibility may be available. Therefore, the tenant would be required to move without a second unit offer. If the damage was caused by negligence of the resident, a member of the resident's household, or a guest, the reasonable expense of repairing such damage will be charged to the resident and the household may be subject to eviction.

#### **4. SPECIAL CIRCUMSTANCES TRANSFERS**

The FWHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

- The resident's unit is being modernized or significantly remodeled
- When the FWHA determines it is necessary to rehabilitate or demolish the resident's unit
- The FWHA has a need, at the discretion of the President & CEO or designated person, to transfer the household to another unit and the resident voluntarily agrees to such transfer

In the case of involuntary (mandatory) transfers, the resident shall be required to move into the dwelling unit that is made available, after one offer by the FWHA. The resident shall be given thirty (30) days in which to move following delivery of a transfer notice. The FWHA may terminate the *Lease* if the resident refuses to move.

Involuntary transfers for reasons other than safety or rehabilitation are subject to the *Grievance Policy & Procedure*. Transfers will be delayed until such time as the grievance request has expired or the grievance process has been completed.

## **B. VOLUNTARY TRANSFERS**

The FWHA will consider any resident request for voluntary transfers in accordance with the priorities noted below. Residents must complete a *Transfer Request* form and provide documentation in support of the request. In considering the request, the FWHA may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The FWHA will review the request in a timely manner and if a meeting is desired, it shall contact the resident within ten (10) business days of receipt of the request to schedule a meeting.

The FWHA will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved; the resident's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the resident of their right to utilize the Grievance Procedure.

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer, the transfer list will be reviewed for other families desiring a voluntary transfer.

### **1. TYPES OF VOLUNTARY TRANSFERS**

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family:

- To be protected from a domestic violence situation
- As an incentive for families participating in the Family Self-Sufficiency program
- To move from an upstairs to a downstairs unit for medical or accessibility reasons

### **2. REQUIRED TRANSFER CRITERIA**

Prior to approval of voluntary transfers, except for emergencies or medical hardship, the resident must be in good standing with the FWHA according to the following additional qualifying criteria:

- Rent (and payment agreements) must be current
- Other charges (and payment agreements) must be current
- Interim or annual recertifications must be current
- Cannot have last housekeeping inspection
- There must be no unresolved lease violations or eviction pending
  - Residency requirements, except for emergencies or medical hardship, are as follows:
  - Twenty-four (24) months after initial move in or previous transfer

The FWHA does not allow residents to transfer from one unit to another within the same building or development except as a reasonable accommodation for a family member with a disability or when the move is mandatory per the request of the FWHA.

The FWHA will not grant a transfer request solely to accommodate neighbors who cannot get along.

The FWHA retains the right to suspend voluntary transfers.

Resident shall be responsible for a new security deposit and their own moving expenses for all approved voluntary transfers.

### **C. REASONABLE ACCOMMODATION TRANSFERS**

The FWHA is required to provide reasonable accommodations for clients who have verified disabilities so they may receive equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities. If a resident makes a written request for special unit features in support of a documented disability and there is a nexus between the requested accommodation and the disability, the FWHA shall make reasonable accommodations to modify the resident's existing unit. If the cost and extent of the modifications needed pose a financial hardship, the FWHA may transfer the resident to another unit with the features requested at the resident's expense. Note: while the FWHA would prefer all reasonable accommodations request to be in writing, action must be taken on verbal request as well.

The FWHA will fully comply with the obligations found in HUD Notice PIH 2010-26 (HA) [Accessibility Notice: Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988]. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following American with Disabilities Act (ADA) definition of disability:

- A physical or mental impairment that limits an individual's ability to participate in major life activities,
- A record of such impairment, or
- Being regarded as having such impairment

Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

### **D. INCENTIVE TRANSFERS**

FWHA will consider transfers for public housing residents enrolled in the Family Self-Sufficiency program in order to encourage self-sufficiency and economic independence. All residents requesting an incentive transfer must meet the following criteria:

1. Sufficient and verifiable income to meet initial move-in expenses, telephone, utilities, deposits, etc.
2. Good rent payment history with no more than three (3) late rent notices served in the past twenty-four (24) months.
3. Good housekeeping record with no unsatisfactory inspections on file for two years immediately preceding application for scattered site or affordable housing program.
4. No other lease violations or notices that indicate the family has not been a positive and contributing member in the community.

5. Meet occupancy standards for available unit as to the number of family members as compared to the number of bedrooms of the unit.
6. Substantiated ability to attain and maintain utility services in the name of the head of household or spouse.
7. Must give authorization to obtain credit information.
8. Must pass home visit to ascertain the family's ability to maintain property in decent, safe, and sanitary conditions at all times.
9. Must not have any criminal history that would preclude eligibility for the scattered site or the affordable housing programs.
10. Must not interfere with the rights and enjoyment of neighbors, or damage the property of others.

## **E. TRANSFER WAITING LIST**

The Transfer Waiting List will be maintained by date of approval in rank order by:

- Emergency
- Court order
- Medical hardship
- Household over-housed or under-housed (unit too large or small)
- All other reasons

Families on the Transfer Waiting List will be offered one (1) unit. If the offered unit is refused, the family will be removed from the transfer list unless the FWHA determines that the refusal was made for good cause. The family will have to wait twenty-four (24) months before applying for a transfer for the same reason again. If the move is a required move and the tenant refuses the unit offered for other than good cause, the lease will be terminated. The FWHA reserves the right to make the final determination on all non-mandatory transfers.

### **1. COST OF RESIDENT'S MOVE**

The cost of the transfer generally will be borne by the resident in the following circumstances:

- a. When the transfer is made at the request of the resident or by others on behalf of the family (i.e. by the police);
- b. When the transfer is needed to move the resident to a unit of appropriate size, either larger or smaller;
- c. When the transfer is necessitated because a resident with disabilities needs the accessible unit into which the transferring resident moved (The resident without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- d. When the transfer is needed because action or inaction by the resident caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the FWHA in the following circumstances:

- a. When the transfer is needed in order to carry out rehabilitation activities; or



- b. When action or inaction by the FWHA has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

## **2. GOOD CAUSE CRITERIA FOR RESIDENT DENIAL OF VOLUNTARY TRANSFER**

If the resident has refused an approved voluntary transfer request they will be removed from the transfer list unless the FWHA determines that the refusal was made for good cause.

Good cause may include but not be limited to any of the following reasons:

- Inaccessibility to sources of employment, education, job training, childcare, or an educational program for children with disabilities.
- Accepting the offer will place a family member's life, health, or safety in jeopardy. The refusal must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency or a threat assessment that verifies danger from criminal activity. Refusals due to location alone are not good cause.
- The unit is inappropriate for the applicant's disabilities.
- Families who disagree with an action, decision, or inaction of the FWHA regarding transfers may request a hearing as noted in the Grievance Policy.

## **F. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS**

A resident will pay rent at the gaining development effective on the move in date. No re-certification will be conducted due to changes in income or family composition since the last rent calculation. However, the rent may either increase or decrease due to differences in utility allowances between the developments. The FWHA will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter.

## **G. REEXAMINATION DATE**

The date of the transfer does not change the reexamination date. The gaining development should be certain that the annual review is properly scheduled to give the staff time to re-determine rent in order to meet the established reexamination date.

## **H. FWHA'S RIGHT AS IT PERTAINS TO THE TRANSFER POLICY**

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

# **CHAPTER 9 LEASING [24 CFR 966.4]**

## **INTRODUCTION**

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

## **A. LEASE TERMS AND CONDITIONS**

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

## **1. LEASE REQUIREMENTS**

The initial term of the lease will be for 12 months. The lease will renew automatically for twelve (12) month terms unless there has been a change in household composition relating to the addition or deletion of an adult family member and except for noncompliance with the community service requirements, as described in the chapter on community services.

Each lease will specify:

- a. The unit to be occupied
- b. The date of the admission
- c. The size of the unit to be occupied
- d. Terms of occupancy
- e. All family members who will live in the unit
- f. The Total Tenant Payment and security deposit to be charged
- g. The utility allowance
- h. Other charges under the Lease

## **2. PROVISION FOR MODIFICATION**

Changes to the *Lease*, other than changes in resident's rent amount, shall be by written addendum signed by both the FWHA and the resident. Additional information, including but not limited to, this *Admissions and Continued Occupancy Policy (ACOP)*, *Schedule of Fees and Charges*, *Schedule of Utility Allowances*, *Grievance Procedure*, etc. are all incorporated into the lease by reference and may be changed from time-to-time by the FWHA. The resident shall be given thirty (30) days written notice setting forth the proposed changes, the reasons for them, and providing the resident with an opportunity to make written comments.

## **3. ABILITY TO COMPLY WITH LEASE TERMS**

If during the term of the lease, the resident, due to a physical or mental disability covered by the Americans with Disabilities Act (ADA), is no longer able to comply with the provisions of the lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the FWHA cannot make reasonable accommodations that would enable the resident to comply with the lease, then the FWHA will initiate termination of the tenancy. At the conclusion of termination of tenancy process, the FWHA will terminate for cause.

## **4. THE FWHA'S OBLIGATIONS**

- To maintain the premises and the property in decent and safe condition
- To comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety
- To make necessary repairs to the premises, including those necessary to comply with HUD's Uniform Physical Condition Standards (UPCS).
- To keep property buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition

- To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the FWHA (excluding consumable or disposable items that disintegrate over a period of time by use of the resident, i.e. light bulbs, etc.)
- To provide and maintain appropriate receptacles and facilities for the deposit of garbage and other waste removed from the premises by the resident.
- To furnish electricity in accordance with the FWHA current Consumption Allowance Schedule posted in the management office
- To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection.
- To notify the resident of the specific grounds for any proposed adverse action by the FWHA such as proposed lease termination, transfer of resident to another unit or imposition of charges for maintenance or repair
- To inspect the apartment with Resident at move-in and to provide a written statement of the condition of the premises and equipment provided signed by both parties.
- To inspect the apartment when resident moves out and provide a written statement of charges, if any, for repairs.
- To post in the management office copies of all rules, regulations, schedules of charges, and other documents which are part of this agreement, and to make these available to the resident.
- To notify resident of the specific grounds for any proposed adverse action including but not limited to a proposed lease termination, transfer of resident to a different unit, or charges for maintenance repairs, or for excess consumption of utilities.
- To provide handicapped persons reasonable accommodations allowing them an opportunity equal to a non-handicapped person to use and occupy the dwelling unit in accordance with the FWHA lease and grievance procedure

## **5. THE RESIDENT'S OBLIGATIONS (INCLUDING MEMBERS OF THE HOUSEHOLD AND GUESTS)**

- Each approved family member listed on the 50058 form must live in the unit and the unit must be the Resident's only place of residence
- To pay rent or other charges due under the lease (i.e., maintenance charges and late charges (see schedule of fees and charges)
- Not to assign the lease or to sublease all or any room of the residence. Any attempt to assign or sublease the dwelling unit shall void the lease
- Not to provide accommodations for boarders or lodgers. To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified on the *Data Collection Sheet addendum* to the lease
- Not to use the dwelling unit or permit its use for any other purpose, including mailing, for any persons not listed on the lease
- To pay charges, within thirty (30) days, (other than for wear and tear) for the repair of damages to the

dwelling unit, development buildings, facilities, or common areas caused by conduct of resident, members of the household, or guests. Charges not paid within 30 days or charges to resident for damage to property related to fire, flood, or other occurrence that puts the charge beyond the resident's ability to reasonably pay within 30 days will be subject to a repayment agreement to be entered into by the FWHA and the resident. The term will not exceed 12 months unless extended term is otherwise agreed to by the FWHA. If the charges are for damages caused by resident requiring transfer to another unit, the repayment agreement will become an addendum to the new lease.

- The rent is due and payable in advance no later than the first day of each month. Allocating a grace period, any rent received after the fifth day of each month will be considered delinquent and will be subject to a late charge. Being delinquent in the rent payment three (3) or more times during a twelve (12) month term of the *Lease* shall be a material breach of the lease, unless any such delinquency is outside the control of the resident and is documented by the resident to the satisfaction of the FWHA
- To abide by such necessary and reasonable regulations as may be set forth by management for the benefit and well-being of the housing community and the residents, which shall be posted in the management office, delivered to the resident and incorporated by reference in this lease. Violation of such regulations may result in the termination of dwelling lease
- Are encouraged to participate in Management's Family Self-Sufficiency Program which provides opportunities for job training and placement, if unemployed or receiving federal assistance.
- To abide by and comply with all obligations imposed upon resident by applicable provisions of city, state and federal laws including the Personal Responsibility and Work Opportunity Act (state and federal welfare reform) enacted in 1996. Parents must ensure that all household members under the age of 18 or a teen parent younger than 19 years of age attend school regularly unless the child has a high school diploma or a G.E.D.
- To abide by community service requirements which require that each family member except for those who are considered an exempt individual, must contribute (eight) 8 hours per month of community service (not including political activities). Failure to comply with this service requirement is grounds for termination of the lease. FWHA will not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program.
- To abide by housekeeping standards set forth by the FWHA
- To comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety
- To keep the dwelling unit and such other areas as may be assigned to the resident for the resident's exclusive use in a clean and safe condition
- To dispose of all garbage and other waste from the dwelling unit in a sanitary and safe manner
- To use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning, elevators, and other facilities in the development buildings and common areas
- To refrain from scattering garbage, destroying, defacing, damaging, or removing any part of the dwelling unit or development
- To conduct himself/herself and assure other persons who are in the dwelling unit or in the common area of the development with the resident's consent, to conduct themselves in a manner which will not disturb neighbors' (including those neighbors who are not residents of low-rent public housing) peaceful enjoyment of their housing and which will be conducive to maintaining the development in a decent, safe, and sanitary condition

- To report to the Housing Authority any incarceration, probation or conviction by a court of law that occurred after admission to the program for any adult member of the household.
- To abide by the provisions of the FWHA's Rental Lease and all Addendums and other resident procedures
- Not to create (by act or omission) or permit to exist, any condition on the premises, which results in risk to personal health or safety of any person or damage to property.
- To maintain uninterrupted provision of electric and gas services.
- To immediately report to the FWHA any vandalism to the premises or need for repair to the dwelling unit or common areas
- Keep the area free of trash and debris and maintain the cleanliness of walkways, stairs, landings, hallways, porches, and patios adjacent to the dwelling unit. Resident must water, mow and maintain lawns or other landscaped or paved areas adjacent to the resident's dwelling unit unless the resident or the dwelling unit has been given written exemption by the FWHA
- To not smoke in areas designated as Smoke-Free by FWHA or other entity.

**6. THE RESIDENT MUST ASSURE THAT NO MEMBER OF THE HOUSEHOLD OR GUEST ENGAGES IN:**

- Any harassing activity or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the FWHA's public housing premises by other residents, the FWHA management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises
- Any drug-related or violent criminal activity on or off the premises. For the purposes of this lease, the term drug-related activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act
- Alcohol abuse that the FWHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents

**7. THE RESIDENT MUST ASSURE THAT NO OTHER PERSON UNDER THE TENANT'S CONTROL ENGAGES IN:**

- Any harassing activity or criminal activity including drug or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the FWHA's public housing premises by other residents, FWHA management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises
- Any drug-related or violent criminal activity on the premises

The resident agrees not to do any of the following in the dwelling unit without first obtaining the FWHA's written permission:

- Operate a business (excluding a day care which requires prior FWHA notification)
- Dismantle, change or remove any part of the appliances (unless resident owned), fixtures or equipment
- Paint or install wallpaper or contact paper

- Attach awnings or window and door security bars
- Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds
- Attach any shelves, screen doors, or other permanent improvements
- Install or alter carpeting, resurface floors or alter woodwork
- Install washing machines or dryers unless appropriate connections are available in the dwelling unit
- Install any antennas or satellite dishes (see antenna and satellite dish policy)
- Install additional or different locks or gates on any doors or windows
- Install alarm(s) or security system (s)
- Tamper, destroy, or dismantle any safety devices such as pull cords, fire extinguishers, or smoke detectors.
- Install a window HVAC unit

## **8. NOTICES**

- Any legal notice to resident from the FWHA shall be in writing delivered personally to the resident or to an adult member of the resident's household or sent by prepaid first class mail.
- Any legal notice the resident gives to the FWHA shall be in writing and delivered to the area management office responsible for the development in which the dwelling unit is located.
- FWHA is required to give adequate written notice on termination of a Lease as follows:
  - Fourteen (14) days in the case of non-payment of rent or the chronic late payment of rent
  - Three (3) days in the case of creation or maintenance of a threat to the health, safety, or security of any resident, guest or FWHA employee
  - Thirty (30) days in any other case

## **9. EMERGENCIES**

Resident shall take every care to prevent fires. In the event the dwelling unit or building structure is damaged to the extent that conditions are hazardous to life, health, or safety of the occupants:

- In case of fire, resident shall immediately notify the fire department and the FWHA.
- The FWHA shall be responsible for repair of the dwelling unit. If the damage is caused by the resident, members of the household or guests, the resident shall pay the costs of repair.
- The FWHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.
- If unit is deemed uninhabitable, the lease shall expire.

## 10. ABANDONMENT OF THE PREMISES

The FWHA may give a notice of belief of abandonment to the resident when all of the following have occurred:

- Everyone appears to have moved out in FWHA reasonable judgment;
- Clothes, furniture, and personal belongings have been substantially removed in FWHA reasonable judgment;
- Resident has been in default for non-payment of rent for 5 consecutive days; and
- Resident has not responded for 2 days to FWHA notices left in the inside of the main entry door, stating that FWHA considers the dwelling abandoned. A dwelling is considered “abandoned” 10 days after the death of a sole resident.

Surrender or abandonment ends the resident’s right of possession for all purposes and gives FWHA the immediate right to: clean up, make repairs in and relet the dwelling, determine security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and eviction affect resident’s rights to property left in the dwelling, but do not affect FWHA’s mitigation obligations.

Management may take possession of the apartment after resident has moved out. If there are reasonable grounds to question whether or not resident has moved out, Management may secure the apartment against vandalism and a notice of planned entry will be delivered or attached to the apartment. If there is no response to this notice after 48 hours, and if inspection shows that all or most of the Resident’s property has been removed and rent is not paid, Management will conclude that Resident has moved out.

FWHA Management may remove and store any property left in the apartment or the complex when resident moves out. Resident will be charged for the cost of storage. Any property not claimed after Resident moves out will be treated as abandoned. Resident agrees that FWHA Management may dispose of abandoned property by any means it chooses. If FWHA Management sells the property, the money received will first be used to pay for the cost of storage and the sale, and then charges owed by Resident, if any. If there is any money left, it will be given to the Resident at his forwarding or last known address. Nothing in this paragraph shall limit FWHA’s right to immediately dispose of trash or other property clearly of no value.

### a. Removal after Surrender, Abandonment or Eviction

FWHA staff or law officers may remove and/or store all property remaining in the dwelling or in outside areas including any vehicles resident or any occupant or guest owns or uses, if resident is judicially evicted or surrenders or abandons the dwelling.

### b. Storage

FWHA may store, but has no duty to store, property removed after judicial eviction, surrender or abandonment of the dwelling. FWHA is not liable for casualty loss, damage or theft of the property removed.

## 11. WAIVER OF LEASE PROVISIONS

The FWHA does not give up any of its rights to enforce the provisions of the *Lease* unless it does so in writing.

## 12. UNENFORCEABLE LEASE PROVISIONS

The provisions of the *Lease* are intended by the parties to be joint and severable. Should any paragraph

or any portion of any paragraph, or any portion of any sentence of any paragraph in the *Lease* be found to be unenforceable due to any reason whatsoever, it is the intention of the parties that the remaining portions of this *Lease*, which are enforceable, remain binding and enforceable upon the parties.

### **13. ATTACHMENTS AND ADDENDUMS TO THE LEASE**

Any revised attachments and addendums will be distributed at recertification. Attachments and addendums may include, but are not limited to:

- Data Collection Sheet
- 50058/50059 Certification
- House Rules
- Housekeeping Standards
- Notice of Rent Adjustment
- Parking Policies
- Grievance Policy & Procedure
- Lead Paint Notice & Protect Your Family from Lead
- Pet Policy/Agreement, when applicable
- Resident Rights & Responsibilities Notice
- Community Service Requirement
- Notice of Non-Discrimination
- Schedule of Fees and Charges
- Recycle Program
- Satellite Dish Policy
- Mold and Your Tenancy
- Bed Bug Policy
- Non-Smoking Policy
- Barbeque Policy

### **B. LEASE ORIENTATION**

All applicants are required to attend a Lease Orientation meeting prior to being housed. The purpose of the meeting is to explain FWHA rules and regulations. All applicants will be informed what FWHA expects relative to housekeeping and care of the unit, crime and drug prevention, resident self-sufficiency and other issues. Staff members from property management, maintenance and resident services will present information on respective areas of responsibility.



Applicants must contact the FWHA within 24 hours to reschedule missed orientation due to extenuating circumstances. The application and unit offer will be withdrawn if the applicant fails to attend the second orientation.

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the FWHA's lease and grievance procedure
- A copy of the House Rules

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

- Applicable deposits and other charges
- Provisions of the Lease
- Family Choice of Rents
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Community Service
- Lead-based paint disclosure notice
- Lead hazard information pamphlet

### **C. EXECUTION OF LEASE**

The lease shall be executed by the head of household, co-head, spouse, and all other adult members of the household, and by an authorized representative of the FWHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new residents
- A new lease is executed at the time of the transfer of a resident from one FWHA unit to another (with no change in recertification date)
- If for any reason any signer of the lease ceases to be a member of the household, a new lease will be executed
- Lease signers must be persons legally eligible to execute contracts
- The names and date of birth of all household members are listed on the *Data Collection Sheet* at initial

occupancy and at each subsequent recertification. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit

- Changes to Resident rents are made upon the preparation and execution of a *Notice of Rent Adjustment* by the FWHA, which becomes an amendment to the lease. This document will be included in the resident file as confirmation that the resident was issued proper notice.
- Households that include a live-in attendant will contain file documentation that the live-in attendant is not a party to the lease and is not entitled to FWHA assistance, with the exception of occupancy while serving as the live-in attendant for the participant family member.

## **PERMISSIBLE AND REASONABLE MODIFICATIONS OF THE LEASE**

The FWHA may modify its form of lease from time to time, pursuant to giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications or those modifications required by HUD is grounds for termination of tenancy.

## **D. ADDITIONS TO THE LEASE**

Only persons listed on the lease will be permitted to occupy the unit. Requests for the addition of a new member to the household must be approved by the FWHA prior to the actual move-in of the proposed new member except in the case of birth, adoption or court awarded custody of a minor child. Paperwork must be provided within ten (10) days.

Following receipt of a family's request for approval the FWHA will conduct a preadmission screening, including a review of the criminal history report, of the proposed new member. Only new members approved by the FWHA will be added to the household.

### **1. DETERMINING FACTORS FOR HOUSEHOLD ADDITIONS**

Household additions subject to screening:

- Resident plans to marry
- Resident is awarded custody of a child over the age for which juvenile justice records are available
- Resident desires to add a new family member to the lease or employ a live-in aide
- A unit is occupied by a remaining family member(s) under age eighteen (18), (not an emancipated minor) and an adult who was not a member of the original household who has requested permission to take over as the head of household
- Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process

Factors determining household additions which may be subject to screening, depending on FWHA discretion:

- Children below the age of eighteen (18), under which juvenile justice records are made available, who are added through a kinship care arrangement, are exempt from the pre-screening process

Residents who fail to notify the FWHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the *Lease*. Such persons are considered to be unauthorized occupants by the FWHA and the entire household will be subject to eviction.

Family members age eighteen (18) and over who move from the dwelling unit to establish new households

shall be removed from the lease. The resident must notify the FWHA of the move-out within thirty (30) days of its occurrence. When the family composition changes, the family will be reassessed to determine applicable unit size and if a change in the unit size is determined the family will be added to the transfer wait list.

The resident may not allow a visitor to stay overnight without the consent of management for more than fourteen (14) days in a twelve (12) month period. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) days, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address may be considered verification that the visitor is an unauthorized household member. The FWHA will verify through information to include but not limited to the following:

- Statements from neighbors and/or FWHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

Use of a unit address as the visitor's current residence for any purpose that is not explicitly temporary may be considered evidence of permanent residence. The FWHA will consider, among other relevant factors, whether the resident had knowledge that the unit address was used by the visitor prior to construing such use as permanent residence.

Minors and college students who were part of the family, but who now live away from home during the school year, and are not considered members of the household, may visit for up to ninety (90) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than one hundred eighty three (183) days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

Roomers and lodgers are not permitted to occupy a dwelling unit nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former resident of the FWHA who has been evicted to occupy the unit for any period of time.

Residents must advise the FWHA when they will be absent from the unit for more than thirty (30) days and provide a means for the FWHA to contact the resident in the event of an emergency. Failure to advise the FWHA of extended absences is grounds for termination of the lease absent good cause or mitigating circumstances.

## **2. TEMPORARY HOUSEHOLD ADDITIONS**

Temporary custody of a relative's children below the age of eighteen (18) due to kinship hardship situations may be approved at FWHA's discretion under the following circumstances:

- Death of a parent with minor children

- Domestic violence that impacts minor children
- Parent of minor children that are incarcerated
- Parent financial burdens that may lead to minor child homelessness
- Severe illness of a parent with minor children
- Placement of a parent with minor children in a drug or alcohol abuse program
- To avoid placement of minor children in a group home or foster care by child protective services (CPS)

Requests for the addition of hardship temporary custody of children to the household composition must be approved by the FWHA prior to the actual move-in of the proposed new member. Following receipt of a family's request for approval the FWHA will conduct a pre-admission screening including review of current housing occupancy standards, projected length of the temporary placement, and placement confirmation from an accredited government institution, medical professional or financial records.

Once approved, the FWHA may allow temporary additions to the household composition, for children due to extended family member hardship for six (6) months. Time extension requests will be reviewed based on case circumstances. All income received for the support of minor children during temporary hardship custody must be reported to the FWHA immediately.

#### **E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]**

Before offering a vacant accessible unit to a non-disabled applicant the FWHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the FWHA's control who has a disability that requires the special features of the vacant unit
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit

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

#### **F. UTILITY SERVICES**

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

FWHA may furnish utilities to residents on a particular site(s). Residents may be required to pay for excess consumption in accordance with the Property Rules & Regulations. The rate FWHA will use to compute excess consumption charges for residents will be the same as the rate the utility company uses in computing the same utility.

FWHA will not be liable for failure to supply utility services for any cause whatsoever unless FWHA acted intentionally or negligently in not supplying utility services.

Charges for utility consumption shall become due the first day of the second month following the month in which the excess charge is incurred. Failure to pay such charge on the date due shall be considered a serious violation and grounds for termination of the Lease.

## **G. SECURITY DEPOSITS**

New residents must pay a security deposit per the *Schedule of Fees & Charges* to the FWHA at the time of admission. The FWHA will hold the security deposit for the period the resident occupies the unit.

If the resident owns or acquires a pet, the resident must pay a pet deposit per the *Schedule of Fees & Charges* in addition to the security deposit.

The FWHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments.

If at all possible the FWHA prefers the security deposit to be paid in full at move-in.

The FWHA will refund to the resident or designee the amount of the security deposit less any amount needed to pay the cost of:

- Unpaid Rent
- The repair of damages to the unit, exclusive of ordinary wear and tear, caused by the tenant or by a guest
- The cleaning of the unit upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was at the inception of the tenancy.

The FWHA will refund the security deposit less any amounts owed within thirty (30) days after move out and resident's notification of new address. An itemized list of any deductions along with copies showing the charges incurred for making repairs will be provided to the tenant within 30 days.

The FWHA will provide the resident or designee identified above with a written list of any charges against the security deposits that are tenant caused items. If the resident disagrees with the amount charged to the security deposit the FWHA will schedule a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged condition beyond normal wear and tear. All keys to the unit must be returned to the area management office upon vacating the unit.

The FWHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident voluntarily transfers to another unit, the FWHA will transfer the deposit in the amount in effect at the time of the transfer and complete the disposition of account and forward any refund, if applicable, to the tenant.

## **H. RENT PAYMENTS**

The resident's rent is due and payable at the FWHA-designated location on the first (1<sup>st</sup>) of every month. If the first (1<sup>st</sup>) falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. If the FWHA does not receive payment by the 5<sup>th</sup> of the month, a delinquent rent notice will be sent.

## **I. FEES AND NON-PAYMENT PENALTIES**

If the resident fails to pay monthly rent by the fifth (5<sup>th</sup>) day of each month (the allocated grace period) a *Notice to Vacate* will be issued. A \$35.00 late fee will be charged in accordance with the *Schedule of Fees and Charges*.

The resident will be charged for checks that are returned for non-sufficient funds (NSF) based on the amount charged by the bank, stop payments or checks written on a closed account according to the *Schedule of Fees and Charges*. The FWHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account and personal checks will no longer be accepted.

Payments received will be applied to the oldest charges in the resident's account first.

## **J. SCHEDULE OF FEES & CHARGES**

The FWHA's *Schedule of Fees & Charges* for special charges including, but not limited to services and repairs, which are incorporated into the lease by reference, shall be publicly posted in a conspicuous manner in the area management office, and will be provided to residents upon request. Included in the schedule of fees and charges will be amounts for fines for tampering with or dismantling safety equipment in the unit or on FWHA property.

## **K. MODIFICATIONS TO THE LEASE**

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

A copy of such notice shall be posted in the area management office, and:

- Personally delivered and/or mailed to the resident at the dwelling unit.
- The posting must be in at least 3 three places at each community in which residents affected by the modifications or revisions are located.

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

## **L. CANCELLATION OF THE LEASE**

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

## **M. INSPECTIONS OF PUBLIC HOUSING UNITS**

### **1. INITIAL INSPECTIONS**

The FWHA and the resident will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection signed by the FWHA and the resident will be kept in the resident's file and a copy will be given to the resident. Any adult member may sign the inspection form for the head of household.

### **2. VACATE/MOVE-OUT INSPECTIONS**

The FWHA will perform a move-out inspection when the family vacates the unit and will encourage the resident to participate in the move-out inspection.

The purpose of this inspection is to determine necessary cleaning and maintenance and whether there are damages that exceed normal wear and tear. The FWHA will determine the extent of resident caused damages to the unit beyond normal wear and tear and charge according to the *Schedule of Fees & Charges*. Resident caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the FWHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

When giving a thirty (30) day notice to vacate the resident has a right to request a pre-inspection prior to moving out in order to determine what items may need attention or repair. This is to allow the resident the opportunity to complete these repairs and avoid charges against the family's security deposit.

### **3. ANNUAL INSPECTIONS**

The FWHA will inspect all units at least annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline. All inspections will include a check of all smoke alarms to ensure proper working order. Needed repairs will be completed by the FWHA, if necessary, to bring the unit into UPCS compliance.

- Damages beyond "normal wear and tear" that are caused by the resident(s) or guest(s) under the resident(s) control may be billed to the resident in accordance with state law
- Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease and may be scheduled for a lease violation conference and/or other penalties up to and including termination of their lease.

### **4. SPECIAL INSPECTIONS**

The FWHA may conduct special inspections, including but not limited to housekeeping, unit condition, or for a suspected lease violation or local code violation. Residents who fail one or more housekeeping or unit condition inspections may be required to attend housekeeping classes as determined by the FWHA.

HUD representatives or local government officials may review FWHA operations periodically and as a part of the monitoring may inspect a sampling of the FWHA's inventory.

In order to maintain a high level of fire safety when responding to general work orders in housing units, the FWHA will also be inspecting smoke detectors for proper function. At this same time, the FWHA may also inspect other fire, life, and safety equipment.

### **5. EMERGENCY INSPECTIONS**

Housing staff, including FWHA inspectors, may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted. Lastly, FWHA staff will allow access to the unit to the proper authorities when issues of health or safety of the resident are concerned.

Emergency work order repairs are to be either abated or completed within twenty-four (24) hours from the time the work order is issued.

The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### **6. EMERGENCY REPAIRS TO BE ABATED IN LESS THAN TWENTY-FOUR (24) HOURS**

The following items are to be considered emergency in nature and require immediate (less than twenty-four (24) hour) response and repair or resolution within 24 hours:

- Plumbing leaks, which have the capacity to create flooding, or cause damage to the unit or another unit impacted by the leak
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- HVAC failure

- Inoperable smoke detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the FWHA if the smoke detector is in need of repair. Residents who disengage or disable smoke detectors, or any safety equipment will be cited and fined pursuant to the Maintenance Charge Schedule. The FWHA will begin action to terminate the lease on the third offense

## **7. QUALITY CONTROL INSPECTIONS**

The FWHA may conduct periodic quality control inspections to confirm the condition of the unit and to identify problems or issues.

## **8. RESIDENT DAMAGES**

Repeated failed inspections including, but not limited to, housekeeping or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations subject to lease termination.

## **9. ENTRY OF PREMISES NOTICES**

The FWHA will give forty-eight (48) hours written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable and customary business hours of the day. Reasons the FWHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- Pest control services

The FWHA can enter the unit without notice if housing staff reasonably believes an emergency exists within the unit.

## **10. FAMILY RESPONSIBILITY TO ALLOW INSPECTION**

The FWHA must be allowed to inspect the unit at reasonable times (normal business hours) with reasonable notice. 48 hour written notice will be considered reasonable in all cases.

## **N. PEST CONTROL**

Annually, according to a pre-arranged schedule or as required, the pest control technician and a representative of FWHA will enter each residence to complete fumigation and/or baiting for the control of vermin and/or roaches, etc. Common pests (i.e., spiders, ants) not related to a large scale infestation should be handled as part of a resident's upkeep of the unit.

### **Bed Bug Policy**

The FWHA is committed to providing units that are free from pest infestations. Pest control contracts and treatment plans are in place to address typical pest problems like roaches, ants, rodents, and bed bugs. A Fact Sheet has been developed to help educate residents about the problem with bed bugs and is given to all residents at the execution of their rental agreement.

Resident awareness and compliance with this policy is key to preventing any initial infestation. Resident responsibilities include:

- Inspect the unit for any evidence of roaches, ants, termites, bed bugs, or bed bug infestation prior to move-in
- Notify FWHA of a previous experience of bed bug infestation



- Promptly notify FWHA of any known or suspected pests in their unit including bed bugs
- Maintain a regular house cleaning schedule including vacuuming of mattresses and other furniture
- Frequently launder bedding and clothing and dry them in a hot dryer (this process will kill all stages of bed bugs)
- Not bring second-hand clothing and furniture into their home or items they suspect could be infected
- Avoid retaining in the unit clutter such as stacks of clothing, paper items and cardboard
- Check luggage and clothing closely after traveling and immediately launder all clothing items
- Follow all directions from FWHA to clean and treat an infestation, including treating personal property and transferring to another dwelling unit

It is our goal to maintain the highest quality living environment for our residents. Toward that goal, the FWHA will inspect the unit prior to making it available for leasing in order to verify that there are no indications of the presence or infestation of insects or vermin including bedbugs in the unit. Unit inspections occur prior to lease up and on at least an annual basis. After any infestation and treatment, unit inspections for those units may occur on a more frequent basis in order to verify a pest free environment.

Prior to move-in, at the request of a resident, FWHA will inspect all luggage, bedding, clothing, and personal property which the Resident intends to maintain in the unit or store anywhere in the building for indications of bedbugs. If an item has bedbugs, FWHA may either prohibit the resident from bringing the item into the unit and building, or mandate that the item be treated and certified as pest free before the item is brought into the unit or building.

The resident is responsible for anything they bring into the building. The resident shall not bring anything into the building that has come from a dumpster or refuse area. Used or second hand furniture, bedding, or clothing should be inspected closely prior to bringing them into the building or project grounds. Prior inspection and approval by FWHA to determine that an item is not infested or conducive to infestation by bedbugs is strongly recommended.

Residents must immediately notify FWHA if they have bed bugs in their unit. If bed bugs are found in a unit, a treatment plan will be formulated.

All treatment plans are formulated with the partnership of a pest control professional. For more severe infestations residents may be temporarily relocated prior to treatment of the unit. Where necessary, resident soft goods, including furniture and carpet, will be disposed of in order to control continued infestation. The Housing Authority provides the resident with information on how to prepare for the treatment process. In the event the resident has reason to believe that he or she has a medical condition which precludes the resident from being exposed to pesticides, the resident shall provide written verification from their physician of the resident's condition.

The resident may be required to discard, or permanently remove from the building, personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspaper, open food, personal supplies, plants, and stuffed animals. The FWHA will make good faith efforts to minimize the impact on the resident for any loss of personal property.

The Housing Authority provides residents with a unit free from pests, rodents, or other types of bug infestations. Once a bed bug infestation is discovered the Housing Authority will act quickly to keep the infestation from spreading and may temporarily provide the resident with lodging that is infestation free. The Housing Authority will investigate the infestation in order to determine the likely source of the infestation.

Each resident is in control of their unit. Bed bugs are brought into the unit by the host, typically either the resident, their guest(s) or through used clothing or furniture. The costs incurred to clear the unit of these bugs may be

borne by the resident, if they are determined/proven the source of the infestation. FWHA retains the right to terminate a resident's tenancy and require residents to vacate a dwelling unit in the event that the:

- Resident's action or inaction contributes to or results in a pest infection
- Resident action or inaction prevents treatment of an infestation
- Resident fails to comply with the requirements of this policy

#### **O. TRASH DISPOSAL AND RECYCLE PROGRAM**

Proper disposal of trash by the resident is required. All trash such as garbage, papers, bottles, and cans, which is unacceptable for recycling, should be securely wrapped and fastened in plastic bags and deposited in the cans or bins provided.

Large articles, such as boxes, must be flattened before depositing in cans or bins. The resident should dispose of stuffed furniture, mattresses, tables, chairs etc...as required by each site.

#### **P. APPLIANCES**

The FWHA supplies stoves and refrigerators in all units. If residents have their own appliance, documentation will be made and resident is responsible for the upkeep and maintenance of their personally owned appliance. At no time are FWHA owned appliances to be removed from the premises. Proper authorities will be notified to recover stolen appliances.

The resident must maintain appliances in an acceptable condition. Requests for repairs should be reported to maintenance. Resident caused damage or neglect will be assessed on a pro-rated basis.

Only washers and/or dryers supplied and installed by the FWHA will be serviced by the FWHA. Families may install own washer/ dryers with appropriate provisions and prior written approval of management.

#### **Q. WINDOW COVERINGS**

Only shades, blinds, drapes or curtains are acceptable window coverings. Residents are responsible for removal and/ or repairs of resident installed window coverings. For units without FWHA-installed window shades, coverings are required as indicated.

#### **R. PARKING**

Residents are required to park only in designated areas and ensure that guests and visitors do not park in parking areas of other residents and abide by parking policies adopted by the FWHA. Residents are to refrain from driving or parking any vehicles on the lawns, sidewalks, or other areas of use provided under this lease. No washing of vehicles on HA properties is allowed. The use of running water, electricity or extension cords is prohibited in parking lots and/or designated parking spaces.

#### **S. INOPERATIVE AND ABANDONED VEHICLES**

Inoperative vehicles must be promptly removed from a FWHA property.

Vehicles must have current registration and insurance in the resident's name. Failure to supply current registration will result in vehicle being towed.

Vehicle repairs on FWHA property are prohibited. Offenders will receive written notice to discontinue the activity at once. Failure to comply will result in the towing of the vehicle and notification of a lease violation for the tenant. Abandoned vehicles will be removed promptly from FWHA property. Management is authorized to have such vehicles ticketed and towed. Where ownership is known the owner will be given a written notice to remove the vehicle. If the owner does not comply within forty-eight (48) hours the vehicle may be towed at owner's expense. If a vehicle is given a 48 hour notice, for cure, this notice will serve in perpetuity for the issue it was written and

the vehicle will be subject to tow without any further warning.

## **T. SMOKE DETECTORS**

Smoke detectors and their accompanying devices are placed in dwelling units and common areas for the expressed protection of the building occupants and property. The Authority is required by law to have operational smoke detectors in all of its units.

Lease violation – Residents who disengage smoke detectors or related fire safety equipment will be cited and fined. Where these detectors exist, disabling, including removal of any batteries or disconnection, or completely removing the smoke detector is a lease violation and grounds for termination of the lease. Tampering with, destroying, or dismantling any part of a safety device, including but not limited to, smoke detectors, alarm pull stations, fire extinguishers, or other notification devices, is grounds for lease termination.

Charges – The resident will be charged a fee in accordance with the Schedule of Fees and Charges for reinstallation of each smoke detector or other safety related device that has been disabled or removed. This includes replacement of batteries that have been removed and has inactivated the smoke detector.

Inspections – During scheduled unit inspections or when responding to general maintenance work orders, smoke detectors and other fire, life, safety equipment that are part of the building safety system will be checked to insure proper functioning.

Reporting – It is mandatory that non-functioning smoke detectors and any related safety equipment be reported to the tenant's community management office as soon as discovered. Inoperable smoke detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the FWHA if the smoke detector is in need of repair.

## **U. OPEN FLAME COOKING DEVICES**

The FWHA will follow the regulation enforced by the local fire departments in the Fort Worth region -Texas Fire Code, Section 308.3.1

Charcoal burners and other open-flame cooking devices shall not be operated on any balconies or within 10 feet of any FWHA building. Exceptions include an electric barbecue and propane fueled cooking device not greater than one (1) pound gas liquid propane capacity.

All ashes, grease and or waste produced by any barbecue device shall be completely extinguished and appropriately and safely disposed of with careful consideration to not cause any trash receptacle fires.

Note: Completely extinguished means no heat is being produced or generated from any part of waste being disposed of. Wait at least 24 hours before disposal.

Waste products are not allowed to accumulate in a resident's unit, porch, planter area, or any area under the resident's control or dumped on FWHA property.

After proper cooling has occurred waste products must be placed in a sealable trash bag prior to being placed in trash receptacle.

# **CHAPTER 10 PET POLICY [24 CFR 5 Subpart C and 960 Subpart G]**

## **INTRODUCTION**

This pet policy is to establish the FWHA's policy for ownership of pets in elderly, disabled and family housing and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. The policy also establishes reasonable rules governing the keeping of common household pets. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure the

animals receive responsible care. The policy applies to all pets kept in FWHA housing. The rules adopted are reasonably related to the legitimate interest of the FWHA to provide a decent, safe and sanitary living environment for all residents, to protect and preserve the physical condition of the premises, and to protect the financial interest of the FWHA.

## **A. REGISTRATION OF PETS**

All pets must be registered with the Site Manager before the pet is brought to reside with Resident on the premises. Registration becomes effective when the Resident has presented a fully completed FWHA pet registration form to the Manager and the Manager has approved the form. The Resident must update the pet registration form at least once a year at the same time the Resident's annual recertification is completed. Proof of license and inoculation must be submitted with the resident's annual recertification documents. Only a pet owned by the Resident may be registered and no visitor's pets will be allowed on the premises, with the exception of specially trained dogs used by the handicapped.

All female dogs and cats over six months old must be spayed and all male dogs and cats over eight months old must be neutered before the FWHA will consider registering such dog or cat, unless a letter is received from a licensed veterinarian giving a medical reason why such operation is detrimental to the pet's health. If at the time of the registration the dog or cat is too young to be spayed or neutered, then the Resident must agree to have the pet spayed or neutered within two weeks after the pet attains the prescribed age, unless a letter is received from a licensed veterinarian giving a medical reason why such operation is detrimental to the pet's health.

The FWHA may refuse to register a pet if: (1) the pet is not a common household pet as defined below; (2) the keeping of the pet will violate any of the Pet Policy provisions; (3) the presence of the pet will constitute a serious threat to the health of any other Resident of the complex; or (4) the Resident fails to satisfy all of the requirements of the pet registration form at any date of the Resident's annual recertification.

The FWHA shall notify the Resident if the Housing Authority refuses to register a pet. The notice shall state the basis of the FWHA's refusal to register the pet and such notice shall be combined with a notice of violation of the Pet Policy, if the pet is determined to be residing with the Resident.

If the FWHA registers the pet, a precondition to bringing the pet upon the premises will be the payment of a pet security deposit in the amount of \$350 or other amount as determined by the site manager which is in addition to the security deposit required by the Resident's Dwelling Lease. The Pet Security Deposit does not apply to animals that assist, support or provide service to persons with disabilities. The pet deposit also does not apply to small pets such as, birds, fish or domestic rodent such as a hamster. The pet security deposit may be used by the FWHA to pay for any damages caused by the pet to the Resident's apartment or other FWHA property, or to pay for any costs incurred by the FWHA in removing the pet from the premises. The pet security deposit shall be returned only upon the Resident's notification in writing to the Manager that the Resident no longer has the pet and wishes to cancel his/her pet registration. The Manager must verify by visual inspection of the apartment that the pet has in fact been removed from the premises without having caused any damages.

## **B. NON-APPLICABILITY OF PET POLICY TO ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

### **REASONABLE ACCOMMODATION FOR ASSISTANCE ANIMALS**

Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as assistance animals, service animals, support animals or therapy animals provide disability related functions including, but not limited to guiding visually impaired individuals, alerting hearing-impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures and providing emotional support to persons who have a disability related need for such support.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Animals do not necessarily have to be formally trained to qualify as assistance animals however the animal must actually perform the assistance or provide the benefit needed by the person with the disability. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to certain portions of the FWHA Pet Policy. There is no pet deposit for approved assistance animals.

All residents requesting exemption from the pet deposit requirement must request a verification of the need for reasonable accommodation for an assistance animal, which must be provided by a licensed physician, attending health care professional, or other qualified professional and submitted on the appropriate form. The FWHA will consider all requests for reasonable accommodation.

An animal qualifies as a reasonable accommodation if:

- An individual has a disability as defined in the Fair Housing Act or Section 504
- The animal is needed to assist with the disability
- The individual who requests the accommodation demonstrates that there is a relationship between the disability and the assistance that the animal provides

All residents must comply with the provisions of the *Lease and Pet Policy/Agreement* regarding the responsibilities of pet owners to control the animals, maintain the premises in a clean and sanitary condition, and ensure that their animal does not interfere with any neighbors' right to enjoy the premises in a safe and peaceful manner.

The FWHA retains the right to disapprove an assistance animal as a means to provide a reasonable accommodation for an individual with a disability in the following cases:

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

### **C. ALLOWED PETS**

Permission to keep a pet is granted at the FWHA's sole discretion and is subject to the resident's strict adherence to all aspects of the *Pet Policy/Agreement*. Any resident who wishes to keep a pet will first obtain the approval of the FWHA, register the pet by complying with the requirements of the *Pet Policy/Agreement*, pay (or make arrangements to pay) a pet deposit for each qualified pet, and sign a *Pet Policy/Agreement*. The pet deposit for all households is three hundred and fifty dollars (\$350) or other amount as determined by the site manager. Residents are permitted to have one (1) pet only, except for fish, which are limited to the number which can be adequately accommodated by a single aquarium not exceeding the size described below.

All pet deposits must be paid (or make arrangements to pay) prior to the presence of the pet. No pet deposit is required for birds, fish, or rodents/other.

#### **1. ONLY COMMON HOUSEHOLD PETS WILL BE ALLOWED**

These include dogs, cats, fish, birds, and small domesticated rodents such as guinea pigs and hamsters.

Common household pet do not include reptiles, or pit bulls, Dobermans, or German shepherds.

a. Dogs

Dogs are limited to a maximum of 20" in length and an adult weight of forty-five (25) pounds as documented by a veterinarian. Assistance animals may be exempt from this restriction with FWHA approval.

They must be housebroken, must be effectively restrained and under the control of a responsible person when passing through common areas, must not be tethered or chained outside or within the dwelling unit, must not be housed outside, and must be leashed when outdoors or in common areas. The dog owner must carry appropriate containment apparatus to promptly and completely remove all fecal matter deposited by dogs in a sanitary manner.

b. Cats

Cats are limited to a maximum of 20" in length and an adult weight of forty-five (25) pounds as documented by a veterinarian. Cats must remain inside unless being transported in an appropriate secured carrier and must be trained to use a litter box or other waste receptacle. Litter boxes must be cleaned regularly and the waste disposed of in a sanitary manner. Litter must never be flushed down the toilet.

c. Birds

Maximum number one (1). Birds must be contained in an acceptable cage at all times, which shall not exceed 36" in length, width or height and 24" in diameter. Pigeons, doves, mynah birds, parrots or bird of other species that are hosts to the organisms causing psittacoses in humans must be certified by a veterinarian to be free from this condition prior to bringing the bird into the housing environment. The certification must contain the same information as the health certificate obtained for dogs and cats listed above.

d. Fish

Maximum aquarium size is 24" in length, width or height. Fish aquariums must be maintained on stands approved by management.

e. Rodents/Other

Maximum number one (1) rabbits, guinea pigs, hamsters, or gerbils and must be in an acceptable cage at all times, which shall not exceed 18" in length, width, or height.

## **2. GENERAL CONDITIONS FOR DOGS AND CATS**

A health certificate must be obtained by a licensed veterinarian and given to the FWHA at time of registration of the dog or cat. This certificate must contain, but is not limited to the following information:

- a. The name, address and telephone number of the attending veterinarian
- b. Documentation that the dog or cat is in generally good health and free of any communicable diseases or parasites
- c. That the dog or cat has been spayed or neutered or this procedure will be completed prior to 4-6 months of age as recommended by the veterinarian
- d. Documentation that the dog or cat is current on all standardized inoculations with a schedule of future inoculations included

- e. Confirmation of breed, current weight and estimated adult weight

The FWHA requires the name, address and telephone number of the veterinarian that will be providing future regular care for the dog or cat and contact information for a responsible adult, other than the resident or a household member, who may be contacted in an emergency.

Dogs and cats must be licensed at time of registration and ongoing if specified by local, state or federal mandate.

A color photograph must be provided at the time of registration.

#### **D. PROHIBITED ANIMAL**

Prohibited animals include, but are not limited to, the following:

- Any animal whose weight could exceed forty-five (45) pounds by maturity
- Dogs or other pets determined to be dangerous, intimidating or vicious
- Reptiles
- Chicks or other animals that pose a significant risk of salmonella infection to their handlers
- Animals who would be allowed to produce offspring for sale - breeding of any animals are prohibited

#### **E. ADDITIONAL CONDITIONS AND REQUIREMENTS**

- Every dog and cat must be immunized against rabies by the injection of anti-rabies vaccine by a veterinarian licensed in the State of Texas before it is brought upon the premises. Each Resident owning a dog or a cat shall procure a rabies vaccination certificate from the veterinarian administering the vaccine, and keep the certificate in his/her possession at all times. While on the premises, each dog and cat shall continue to be immunized against rabies by a licensed veterinarian so that the dog or cat has always been vaccinated at least once during any twelve-month period of time. The Resident shall produce proof of the latest vaccination of the dog or cat upon request by the Manager.
- All dogs must be licensed by the City Health Officer of Fort Worth before it is brought upon the premises, and such license shall be renewed before it expires on December 31st of each year. A dog must wear a current license tag at all times in a conspicuous place on its collar.
- Resident shall comply with and not violate all other rules, regulations and laws promulgated by the City of Fort Worth, Tarrant County or State of Texas regarding the ownership of dogs, cats or other pets allowed to be kept on the premises.
- 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
- Except as required by law or permitted by the FWHA as a reasonable accommodation, pets are not permitted in common areas (except to pass through for ingress or egress) including, but not limited to lobbies, community rooms, kitchens, dining facilities, and laundry areas
- Residents are responsible for controlling the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt the quiet enjoyment of their dwelling unit or the premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities

- No pet (excluding fish) shall be left unattended in any dwelling unit for a period in excess of eight (8) hours. No bird or small domesticated rodent shall be left unattended in an apartment for a period longer than forty-eight (48) hours. No fish shall be left unattended in an apartment for a period longer than seventy-two (72) hours.
- Resident/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet(s).
- Resident/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents at all times.
- Resident/pet owners shall take adequate precautions to eliminate any pet odors within or around the dwelling unit and to maintain the unit in sanitary condition at all times.
- Residents are prohibited from feeding or harboring stray animals including birds and cats.
- The FWHA regularly treats units for pest control. If a pet is the cause for more frequent treatments all such treatments or specialized treatments will be charged to the tenant.
- It will be the responsibility of the tenant to remove any animal that may be harmed by the use of pesticides.

#### **F. PET SANITATION**

- Resident shall not permit his/her dog or cat to deposit waste on any FWHA premises. Pet waste must be promptly placed in a sealed plastic bag and deposited in an outside garbage container for disposal.
- If a cat or dog is trained to use a litter box, the Resident shall separate waste from litter at least once each day and shall change the litter at least twice each week and dispose of properly.
- A cage housing a bird or small domesticated rodent shall have its floor covered with appropriate absorbent litter or absorbent paper. Resident shall change the litter or paper at least twice each week.
- An aquarium shall be regularly cleaned and have its water changed as necessary to prevent offensive odors.
- Excluding fish, resident shall dispose of all pet waste and litter by wrapping it in paper or other combustible material, placing it within a leak proof plastic bag with any other garbage and disposing of the plastic bag in the garbage receptacle nearest the Resident's apartment (or placing a plastic bag for garbage pick-up in accordance with the normal garbage pick-up rules of the apartment complex).
- The FWHA may impose a pet waste removal charge for any Resident's failure to dispose of pet waste in accordance with these rules, in addition to taking any other action allowed by these rules for a violation.
- Residents shall regularly clean or bathe their pets or take such other measures as are necessary to prevent the pet and its eating and sleeping places from producing offensive odors.
- Resident shall regularly treat the pet and take such other measures as are necessary to prevent lice, ticks, fleas, mites or other parasite infestations.
- If a pet becomes ill, Resident shall provide appropriate veterinarian care. Further, the Resident shall take measures to assure that other pets are not affected by his/her pet's illness which may require removal of the ill pet from the premises to a hospital or other care facility off Housing Authority premises.



## **G. PET RESTRAINT AND CONTROL**

Resident shall keep all pets under restraint while on Housing Authority premises. Under restraint means:

- For birds or small domesticated rodents, securely caged at all times.
- For dogs and cats, securely caged or confined to the Resident's apartment, or secured by a leash of not more than ten feet in length and of sufficient strength to control the cat or dog, except that if a specially trained dog is used by a handicapped person, then the leashing apparatus recommended by the appropriate handicapped agency shall be acceptable.
- For fish, in a covered aquarium.

## **H. DESIGNATED PET OR NO PET AREAS**

All Residents' desiring to have a pet shall be required to live on the floor and section of the apartment building designated by Management from time to time as Pet Areas. All other areas not designated for pets, shall be No Pet areas, and shall be occupied by those Residents' for whom the presence of a pet will constitute a serious health threat. Management may designate different Pet Areas within each complex for each kind of pet.

All Residents' shall be subject to being moved to another apartment within any building on the premises in order to initially establish designated Pet and No Pet areas. Any applicant for housing shall agree, as a condition of admission, to move at a later time to another apartment that is within the Pet or No Pet areas as appropriate.

Pets are barred from lobbies, laundry rooms, kitchens and other social common areas.

## **I. INSPECTIONS**

- The FWHA reserves the right to enter the premises at any time when there is evidence that an animal has been left alone and is in danger or distress.
- The FWHA reserves the right to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at the resident's expense.
- The FWHA may, after reasonable notice to the resident, during reasonable hours, enter and inspect the premises, in addition to other inspections allowed. This may include, but not be limited to a monthly walk-through inspection to insure the resident is adhering to the *Pet Policy/Agreement*.

## **J. PET REMOVAL**

Residents are solely responsible and liable for the conduct or misconduct of pets whether owned or allowed on FWHA premises by the resident. The resident shall take all necessary steps to ensure that pets that become vicious or intimidating, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others are immediately removed by the resident and/or referred by the resident to the appropriate state or local entity authorized to remove such animals. If the resident fails to fulfill his/her obligation to remove a pet from the premises the FWHA may take all necessary steps to remove, or have removed, the pet from the premises. If a pet injures or intimidates another resident or anyone in the building or on the grounds of any FWHA property, including but not limited to biting, scratching, or assaulting person(s), the pet owner must immediately remove the pet permanently from the premises without direction from the FWHA to do so. 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 and the designated responsible party is unavailable (or unwilling) to provide a remedy the FWHA will remove the pet from the using any legal remedy available and at the expense of the resident.

## **K. VIOLATION OF PET POLICY RULES**

If a Resident violates any of the provisions of this Pet Policy, then such violation shall be grounds for the Housing Authority taking any one or more of the following actions:

- Requiring immediate removal of the pet from the complex premises.
- Forfeiting of the Resident's right to have another pet in the future.
- Termination of the Resident's Dwelling Lease in accordance with state or local laws and applicable Federal regulations.

The Manager shall notify the Resident of any violation by written notice delivered pursuant to the lease. Regardless of the action taken by the Housing Authority against the Resident because of his/her violation of the Pet Policy, the Resident shall still take immediate measures to cure the violation.

## **L. DISPOSITION OF PET DEPOSIT(S)**

All reasonable expenses incurred by the FWHA as a result of damages directly attributable to the presence of the pet will be the responsibility of the resident including, but not limited to the cost of fumigation, repairs and/or replacement to the resident's dwelling unit or common areas. The pet deposit is fully refundable upon removal of the pet or the household's move out of housing if the FWHA determines that there are no damages or other expenses caused by the pet. If upon removal of the pet or the household's move out of housing, the cost of repairing any damages caused by the pet exceeds the pet deposit management will use funds from the resident's regular security deposit to cover the expense. The resident will be billed for any amount owed in excess of the pet deposit and security deposit.

## **M. LIABILITY**

Residents shall be held solely responsible and liable for the conduct or misconduct of their pet(s). The Fort Worth Housing Authority and its representatives will not be held responsible for any accident or injury involving residents, guests, or visitors to the premises as a result of allowing pets.

## **N. REFUSAL TO REGISTER PETS**

The FWHA shall not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the FWHA refuses to register a pet, written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD notice requirements.

The FWHA will refuse to register a pet if:

- The pet is not allowed under *Section D, Prohibited Pets* as found in this policy.
- Keeping the pet would violate any *House Pet Rules*.
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually.
- The FWHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. Attributes of the pet including, but not limited to, temperament and behavior will be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

## **O. PETS TEMPORARILY ON THE PREMISES**

Pets not owned by the resident will not be allowed on the premises. This rule excludes certified assistance

animals, visiting pet programs sponsored by a humane society or other non-profit organization and approved by the FWHA. But even with visiting pet programs the FWHA reserves the right to limit the type of animal to those listed in this section.

In the event the FWHA's policy conflicts with state or local law, state or local laws governing pets temporarily in dwelling accommodations shall prevail.

In all cases the resident will be responsible for all liability, financial or otherwise, for the action of any pet knowingly allowed in their residence.

## **CHAPTER 11 RECERTIFICATIONS [24 CFR 5.617, 24 CFR 960.209]**

### **INTRODUCTION**

In accordance with HUD requirements, the FWHA will recertify the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Annual recertification and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition, but the FWHA decides what other changes must be reported and the procedures for reporting them. This chapter defines the FWHA's policy for conducting annual recertification and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

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

- Qualify as a family as defined in this policy
- Are in full compliance with the obligations and responsibilities described in the dwelling lease
- Whose family members, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number
- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents
- Compliance with the Community Service requirements
- Compliance with the recertification requirements

### **B. ANNUAL RECERTIFICATIONS**

At least annually, the resident is required to provide the FWHA with accurate and current information as stipulated in the *Lease*. In order to be recertified families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be re-certified every three years. For families who move in on the first of the month, the annual re-certifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual re-certification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual re-certifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual re-certification is August 1.)

When families move to another dwelling unit, the annual re-certification date will not change.

## **1. TRANSFERS THAT OCCUR AROUND THE TIME OF THE ANNUAL RECERTIFICATION**

If the family transfers an interim recertification will be conducted (unless income and asset verifications are current within the last 120 days). If the move occurs prior to, but close to the time (within 120 days) of the regularly scheduled annual recertification, an interim recertification will be conducted first so that current income is used to determine tenant rent for the new lease. The interim recertification will be followed by the regularly scheduled annual recertification at which time the next recertification date will be changed to the next year. This two-step method ensures that current income is used for new leases and ensures a complete annual recertification is performed while allowing the recertification month to remain the same as the original admission month.

## **2. RECERTIFICATION NOTICE TO THE FAMILY**

The FWHA will maintain a recertification tracking system and the household will be notified by mail at least ninety (90) days in advance of the anniversary date. The FWHA will provide the notice in an accessible format if requested as an accommodation by a person with a disability. The FWHA will also mail the notice to a third party if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

## **3. COMPLETION OF ANNUAL RECERTIFICATION**

The FWHA will have all recertification for families completed before the anniversary date. This includes notifying the family of any changes in rent at least thirty (30) days before the scheduled date of the change in family rent.

## **4. RECERTIFICATION AS A REASONABLE ACCOMMODATION**

The FWHA will permit the family to submit annual and interim recertification forms through email, mail or a home visit when the FWHA has determined that the request is necessary as a reasonable accommodation.

Requests for home visit recertification must be received by the FWHA at least five (5) days before the scheduled appointment date in order for the request to be considered.

The FWHA will not consider home visit re-certifications that are requested after the scheduled appointment has been missed. However, the FWHA may grant an exception to this policy on a case by case basis.

## **5. COLLECTION OF INFORMATION**

The FWHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. The family is required to complete a form prior to all annual recertification interviews.

## **6. REQUIREMENTS TO ATTEND**

All family members over the age of 18 must complete the annual recertification process.

## **7. FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY**

If any adult family member does not appear for and/ or responds to the recertification interview and has not rescheduled or made prior arrangements with the FWHA the FWHA will reschedule a second appointment.

If any adult family member fails to appear for the second appointment and has not rescheduled or made prior arrangements the FWHA may terminate tenancy for the family. In addition, if the tenant fails to provide any missing verification of income or complete forms required for the recertification, the FWHA may terminate

tenancy for the family.

Supervisory or designated staff may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or if requested, as a reasonable accommodation for a person with a disability.

## **8. DOCUMENTS REQUIRED FROM THE FAMILY**

In the notification letter to the family the FWHA will include instructions for the family to provide a number of documents, to include but not limited to the following:

- Most recent IRS Tax filing, if self employed
- Authorization for the Release of Information 9886
- Resident Certification
- Proof of Income
- Other documents as required (including release forms for criminal record information).

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification unless reported and resolved 40 days prior to annual effective date.

## **9. VERIFICATION OF INFORMATION**

All information affecting the family's continued eligibility for the program and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this policy. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

- The continued eligibility of the resident as a *family* or as the *remaining member* of a family
- The unit size required by the family
- The amount of rent the family should pay

## **10. CRIMINAL RECORD CHECKS ON EXISTING RESIDENTS**

In an effort to maintain safe and healthy environments for public housing residents and nearby neighborhoods the FWHA must ensure that families have met their obligation to comply with HUD regulations.

Release forms for the FWHA to obtain criminal records will be obtained at the time of annual recertification.

Criminal background checks will be run as dictated by policy.

Criminal record checks may be obtained on existing residents on a random basis, by individual sites, or on individual residents, if there is reasonable cause to suspect that the resident is in violation of the family obligation not to engage in drug or violent criminal activity on or off the premises. Resident screening would be performed only for those violations for which a person could lawfully be terminated from public housing.

## **11. CHANGES IN THE RESIDENT RENT**

If there is any change in rent, the lease will be amended, or a new lease will be executed, or a *Notice of Rent*

*Adjustment* will be issued.

## **12. RESIDENT RENT INCREASES**

If the resident rent increases a notice is mailed to the resident at least 30 days prior to the effective date of the increase. The resident rent increase will be effective on the first of the month following the thirty-day notice if less than thirty (30) days are remaining before the scheduled effective date of the annual recertification.

If there has been a misrepresentation or a material omission by the family or if the family causes a delay in the recertification processing there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

## **13. RESIDENT RENT DECREASES**

The effective date will be the first of the month of the anniversary date in cases where the tenant rent decreases when the recertification is submitted by the family and completed as an annual recertification.

If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, rent change will be effective on the first (1<sup>st</sup>) day of the month following completion of the recertification processing by the FWHA.

If the resident rent decreases and the resident reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification the change will be treated as an interim recertification. The change will be effective the first (1<sup>st</sup>) of the following month that the family reported the change. In this case the FWHA processes and submits another HUD 50058 as an annual recertification.

## **C. REPORTING INTERIM CHANGES**

### **1. HOUSEHOLD COMPOSITION**

Families must report all changes in household composition within ten (10) days to the FWHA between annual recertification. This includes additions due to birth, adoption and court-awarded custody. The family must obtain FWHA approval prior to all other additions to the household. For any change in household composition the Interim Recertification Policy would be used.

When there is a change in head of household or a new adult family member is added, the FWHA will complete an application for continued occupancy and re-verify, using the same procedures the FWHA staff would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy would be used. The annual recertification date will not change as a result of this action.

If an adult family member will no longer live in the household they should file an intent to vacate notice at their area office. If this is not possible they may be declared permanently absent by the head of household. The request to remove a household member must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the FWHA if the removed member wants to return to the household. Prior to their return to the household the family must fill out a request to add form, and it must be approved by the FWHA. Criminal background checks will be obtained for both new and returning adult family members.

The U.S. citizenship/eligible immigrant status of new family members must be declared and verified prior to the approval by the FWHA of the family member being added to the lease. Residents are required to complete a "request to add member to household".

### **2. INCREASE IN FAMILY SIZE**

The FWHA will consider a unit transfer (if needed under the occupancy guidelines) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation
- Addition of a minor who is a member of the original family who had been living elsewhere
- Addition of a FWHA-approved live-in attendant
- Addition due to birth, adoption or court-awarded guardianship

Families who need a larger sized unit because of voluntary additions will have lower priority on the transfer list than other families who are required by the FWHA to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant causes overcrowding and thus requires a larger size unit, the change in unit size shall be made effective upon availability of an appropriately sized unit.

### **3. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT**

The FWHA must compute all applicable income of every family member who is on the lease including those who are temporarily absent. In addition, the FWHA must count the income of the spouse, co-head or the head of the household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The FWHA will evaluate absences from the unit in accordance with this policy.

### **4. ABSENCE OF ANY MEMBER**

Any member of the household will be considered permanently absent if he/she is away from the unit thirty (30) consecutive days in a twelve (12) month period except as otherwise provided in this chapter. If a member of the household is subject to a court order that restricts him/her from the home for more than thirty (30) days, the person is considered permanently absent.

Full time students under the age of twenty-four (24) who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

### **5. ABSENCE OF ENTIRE FAMILY**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit the FWHA may terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy and State law. However, families are required to notify the FWHA before they move out of a unit in accordance with the lease and to give the FWHA information about any family absence from the unit. During the period of absence the rent and other charges must remain current.

"Absence" means that no authorized family member is residing in the unit.

In order to determine if the family is absent from the unit, the FWHA may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without FWHA permission, for more than thirty (30) consecutive days, the unit will be considered to be vacant and the FWHA may terminate tenancy.

## **6. ABSENCE DUE TO MEDICAL REASONS**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the FWHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home the family member will be considered permanently absent. If the verification indicates that the family member will return in less than one hundred-twenty (120) consecutive days the family member will not be considered permanently absent as long as rent and other charges remain current.

If the person who is determined to be permanently absent or deceased and is the sole member of the household, assistance will be terminated in accordance with the FWHA's "Absence of Entire Family" policy.

## **7. ABSENCE DUE TO INCARCERATION**

Any member of the household will be considered permanently absent if s/he is incarcerated for thirty (30) or more consecutive days. The FWHA will determine if the reason for incarceration is for drug-related or criminal activity, which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents. The rent and other charges must remain current during this period and may result in the termination of the lease.

## **8. FOSTER CARE AND ABSENCES OF CHILDREN**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the FWHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) months from the date of removal of the child (ren), the child (ren) will be considered permanently absent from the unit and the unit size will be reduced in accordance with the FWHA's occupancy guidelines.

Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to notify the FWHA of all changes in household composition within (15) days between annual recertification.

## **9. CARETAKER FOR CHILDREN**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the FWHA will treat that



adult as a visitor for the first fourteen (14) days. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

If court-awarded custody or legal guardianship has been awarded to the caretaker and the caretaker qualifies under all program criteria, the lease will be transferred to the caretaker, who becomes the head of household.

If the court has not awarded custody or legal guardianship, but the action is in process, the FWHA will secure verification from social services staff or the attorney as to the status.

The FWHA will work with the appropriate service agencies to provide a smooth transition in these cases.

## **10. ABSENCE DUE TO FULL-TIME STUDENT STATUS**

Full time students under twenty-four (24) years of age who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.
- If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.
- If the family decides that the member is temporarily absent, income of that member will be included in total household income, the member will be included on the lease, and the member will be included for determination of unit size.

## **11. INCREASES IN INCOME TO BE REPORTED**

Families are required to report all increases in income or assets that occur between regularly scheduled annual recertification.

## **12. DECREASES IN INCOME AND RENT ADJUSTMENTS**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total tenant payment. The FWHA will process the rent adjustment unless the FWHA confirms that the decrease in income will last less than thirty (30) days.

If the family causes a delay in the processing of the recertification, rent change will be effective on the first day of the month following completion of the recertification processing by the FWHA.

## **13. OTHER INCOME ISSUES**

For families reporting zero income, an interim recertification will be performed every sixty (60) days.

## **D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The FWHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- Fraud
- Failure to participate in an economic self-sufficiency program
- Non-compliance of welfare requirements

- Noncompliance with a work activities requirement

However, the FWHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment
- The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits

## **VERIFICATION BEFORE DENYING A REQUEST TO REDUCE RENT**

The FWHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The FWHA will rely on the welfare agency's written notice to the FWHA regarding welfare sanctions.

## **E. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS**

The FWHA requires that families report interim changes in writing to the FWHA within ten (10) days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change must be provided, in writing, within ten (10) working days from the date the information or signatures are requested from the family. If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the FWHA), it will be considered untimely reporting.

### **1. PROCEDURES WHEN THE CHANGE IS REPORTED IN A TIMELY MANNER**

The FWHA will notify the family of any changes in resident rent to be effective according to the following guidelines:

- Increases in the resident rent are effective the first (1<sup>st</sup>) of the month following a thirty day notice of the rent increase
- Decreases in the resident rent are effective the first (1<sup>st</sup>) of the month following the month in which the change is reported

The change will not be made until the third party verification is received.

### **2. PROCEDURES WHEN THE CHANGE IS NOT REPORTED BY THE RESIDENT IN A TIMELY MANNER**

If the family does not report the change as described under *Timely Reporting*, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

- Increase in resident rent will be effective at time of annual recertification or retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a repayment agreement.
- Decrease in resident rent will be effective on the first of the month following completion of processing by the FWHA and not retroactively.

### **3. PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE FWHA IN A TIMELY MANNER**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the FWHA in a timely manner.

Therefore, an increase will be effective after the required thirty (30) day notice prior to the first of the month after completion of processing by the FWHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

#### **F. REMAINING MEMBER OF RESIDENT FAMILY – RETENTION OF UNIT**

If the head of household dies or leaves the dwelling permanently for any reason, the remaining family members may continue to occupy the unit if there is at least one household member (not a live-in aide) of legal age and capacity to execute the lease living in the household. A new lease must be signed to correct the family's composition in the tenant file.

FWHA may permit an adult not on the lease, to be a new head of household after the death or departure of the head of household. This would occur when the only family members remaining in the unit are children, who otherwise would have to leave the unit. FWHA will consider whether there are any remaining family members capable of executing a lease before permitting a new head of household in the unit.

In either case, the head of household would be charged for any outstanding debt incurred by the former head or spouse. FWHA may establish a payment plan with the new head of household, especially in the case where there could be an eviction due to delinquent amounts incurred by the former head. If the head of household leaves the unit permanently to go to the Housing Choice Voucher Program (HCVP) the following will occur:

- Deposit will remain with the unit.
- Client number will go with the head of household.
- New head of household will be issued a new client number.

To be considered the remaining member of the resident family, the person must have been previously approved or be approved by the FWHA to be living in the unit.

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

A reduction in family size will require a transfer to an appropriate unit size per the occupancy standards. This transfer will take place per policy and when an appropriate unit is available.

#### **G. CHANGES IN UNIT SIZE**

The FWHA shall grant exceptions from the occupancy standards if the family requests and the FWHA determines the exceptions are justified according to this policy.

When an approvable change in the circumstances in a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the *Transfer List*.

#### **H. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES**

Under the Non-Citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or co-head or spouse is a U.S. citizen or has eligible immigrant status; and
- The family does not include any person (who does not have eligible immigrant status) other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter 6 – Determination of Total Tenant Payment).

## **CHAPTER 12 LEASE TERMINATIONS [24 CFR 966.4]**

### **INTRODUCTION**

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

### **A. TERMINATION BY RESIDENT**

The resident may terminate the lease by providing the FWHA with a written thirty (30) days advance notice as defined in the lease agreement. If the resident vacates prior to the end of the thirty (30) days, the resident will be responsible for rent through the end of the notice period. The term of the Lease shall continue until a termination of the lease by either resident or management in accordance with the Dwelling Lease Agreement

### **B. TERMINATION BY FWHA**

The FWHA will enforce the "Screening and Eviction for Drug Abuse and other Criminal Activity" with a "Zero-Tolerance" position, with respect to drug-related criminal activity on or off the premises or other activity on the premises which would pose a threat to health, safety or right to peaceful enjoyment of the premises by other residents or employees. Such activity will be grounds for immediate denial of application, termination of the lease and eviction or termination of rental assistance.

It is the FWHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations and the lease terms. [24 CFR, Part 966.4 (1)(2)].

The lease may be terminated by the FWHA at any time by giving written notice for serious or repeated violations of material terms of the lease, for actions by the resident, family members, and/or guests, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the lease or chronic late payment of rent
- Failure to pay reasonable charges that are caused by the resident(s) or guest(s) under the resident(s) control (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas
- Failure to provide, pay for, and maintain all utilities not furnished by the FWHA
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent recertification.

- Failure to allow inspection of the unit
- Failure to maintain the unit in a safe and sanitary manner
- Non-compliance with non-citizen rule requirements
- Discovery, after admission, of any inaccurate facts or omission of information that would have made the resident ineligible
- Use of the premises for purposes other than solely as a dwelling unit for the resident and resident's household as identified in this Lease, or permitting its use for any other purposes
- Assignment or subleasing of the premises or providing accommodation for boarders, lodgers or any persons not approved by FWHA and/or identified in an addendum to the lease; and/or allowing previous residents that have been evicted and/or had their lease terminated by the housing authority access to and/or on property or premises
- Failure to abide by posted house rules, necessary and reasonable rules and/or other notices made by the FWHA for the benefit and well-being of the housing development and the residents
- Disturbance of neighbors or destruction of property; or acting or speaking in an abusive, harassing or threatening manner toward neighbors and FWHA contractors/vendors.
- Alcohol abuse that the FWHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Failure to abide by applicable building and housing codes materially affecting health and/or safety
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner
- Failure to dispose of pet waste or control pet(s) (i.e.; use of leash, barking dog, loose cat etc.) in accordance with pet policy and agreement, and/or feeding or harboring stray or wild animals
- Failure to use electrical, plumbing, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts
- Failure to report adult members criminal activity, arrests, convictions, at annual recertification
- Criminal or other activity by a member of the household that threatens the health and safety of other public housing residents in the immediate vicinity of the premises
- Criminal activity by an adult member of the household that threatens the health and safety of FWHA staff
- The resident, any member of the resident's household, or a guest shall not engage in drug-related or criminal activity, in, *on or near* public housing premises (as defined in the lease), while the resident resides in public housing. 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 U.S.C. 802)). If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the landlord (the FWHA) will bring an unlawful detainer against that resident
- *Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the

possession of a drug with the intent to manufacture, sell, distribute or use the drug. As Public Housing is a federal program, State laws that legalize medical marijuana directly conflict with federal law thus preempting state law... [2/10/2011 memorandum from Assistant Secretary Henriquez]

- Violating a condition of probation or parole imposed under federal or state law
- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the tenant flees
- FWHA will take immediate action to evict any household that includes an individual who is subject to a registration requirement under a federal or state sex offender registration program.
- Failing to maintain compliance with the community service requirement or an approved Agreement to Cure
- Other good cause

### **C. NOTIFICATION REQUIREMENTS**

The FWHA's written notification of lease termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy.

Notices of lease termination shall be in writing and delivered to resident and all adult member(s) of the household. Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by mail. Return of the certified mail receipt, whether signed or unsigned shall be considered to be proof that the resident received proper notification.

The Notice shall include a statement describing the resident's right to meet with the manager and determine whether a reasonable accommodation for those with a disability could eliminate the need for the lease termination. Notice shall also be given to resident that if they are evicted and/or lease is terminated for any reason they are no longer welcome on FWHA property at any time for any reason, absent approval of the site manager (e.g. visiting children, welfare checks on adult family members, etc).

#### **1. TIMING OF THE NOTICE**

If the FWHA terminates the lease, written notice will be given as follows:

- At least fourteen (14) days prior to termination in the case of failure to pay rent
- A three-day notice may be served based on the seriousness of the offense and taking into consideration the health and safety of other residents or FWHA employees.
- At least thirty (30) days prior to termination in all other cases

If a resident vacates his/her unit prior to a court eviction hearing involving criminal activity or acts of violence which will affect the safety and welfare of others, FWHA will consider the family as officially evicted.

#### **2. DRUG RELATED CRIMINAL ACTIVITY**

The FWHA must immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any federal or state law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The FWHA will terminate assistance of participants in cases where the FWHA determines there is reasonable

cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the FWHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The FWHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The FWHA 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 telephone number and address/or other substantiating evidence.

#### **D. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by the FWHA at the development office where the family was residing, and shall contain the following information:

- Name of resident, number and identification of unit occupied
- Date of the *Notice of Lease Termination* and any other notices required by state or local law; these notices may be on the same form and will run concurrently
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than the *Criminal History Report*)
- Date and method of notifying the resident
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

### **CHAPTER 13 COMPLAINTS, GRIEVANCES AND APPEALS [24 CFR 966.50-966.57]**

#### **INTRODUCTION**

It is the policy of the FWHA to ensure that all families have the benefit of all protections due to them under the law. Therefore, the FWHA has established a grievance procedure which affords all residents the opportunity to be heard when a resident disputes, within a reasonable time, any FWHA action or failure to act involving the resident's lease with the FWHA or FWHA regulations which adversely affect the individual resident's rights, duties, welfare or status.

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

Grievance procedures are not applicable to the following issues:

- Disputes with non-residents
- Disputes between residents not involving the FWHA
- Disputes between a live-in aide and the FWHA
- Disputes not involving the FWHA
- Disputes involving drugs, violence, felony conviction or non-payment of rent

- Class grievances

Applicants are provided the opportunity for an informal review. Residents are provided the opportunity for an informal settlement meeting and a formal hearing.

## **A. COMPLAINTS**

It is the FWHA's intention to process all complaints/issues in a timely manner. To accomplish this FWHA has developed a process utilizing a tenant complaint form through which all complaints are initiated. Residents will fill out this form stating the issue and the form will be assigned to the appropriate department. The person filing the complaint is considered the complainant for purposes of this document. The tenant will receive a copy of the form for their records and a copy will be kept at the management office at all times as documentation of the tenant's concern(s).

Complaints regarding the condition of a unit or conditions of the grounds or common areas may be reported directly by phone to the management office. Anonymous complaints are checked whenever possible. The FWHA requires that all other complaints be put in writing.

- **Complaints from families.** If a family disagrees with an action or inaction of the FWHA, complaints will be referred to the site manager. Complaints regarding repairs of the units will be reported by phone to the management office.
- **Complaints from staff.** When a person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the site manager.
- **Complaints from the general public.** Complaints or referrals from persons in the community in regards to the FWHA or a family will be referred to the appropriate staff for processing.
- Complaints are referred to site staff or program staff first as applicable. Complaints that are not resolved are then referred to supervisory staff as necessary.

## **B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

### **1. PREFERENCE DENIALS**

When the FWHA denies a preference to an applicant, the family will be notified in writing of the specific reason(s) for the denial and offered the opportunity for a meeting with FWHA staff to discuss the reasons for the denial and to dispute the FWHA's decision.

### **2. ASSISTANCE DENIALS**

Informal reviews are provided for applicants who are denied assistance. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to a formal hearing.

When the FWHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

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

The FWHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based when denying admission for criminal activity as shown by a criminal



record.

The FWHA must provide applicants with the opportunity for an informal review of decisions denying:

- Qualification for preference
- Listing on the FWHA's waiting list
- Participation in the program
- Discretionary administrative determinations by the FWHA
- General policy issues or class grievances
- A determination of the family unit size under the FWHA subsidy standards
- Determination that unit is not in compliance with UPCS
- Determine that unit is not in accordance with HQS due to family size or composition

### **3. PROCEDURE FOR REVIEW**

Except for good cause, a request for an informal review must be received in writing by the close of the business day, no later than ten (10) days from the date of the FWHA's notification of denial. The informal review will be held within thirty (30) days from the date the request is received. The informal review may not be conducted by the person who made or approved the decision under review nor a subordinate of such person.

The applicant will be given the option of presenting oral or written objections to the decision. Both the FWHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The review may be conducted by mail and/or telephone if acceptable to both parties. A notice of the review findings will be provided in writing to the applicant within fourteen (14) days after the review. It shall include the decision of the reviewer and an explanation of the reasons for the decision.

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

### **C. INFORMAL SETTLEMENT OF GRIEVANCE FOR RESIDENTS**

When a resident has a grievance it shall be personally presented, either orally or in writing, to the FWHA office. As a first step, a Tenant Management Communication Form (TMC) should be submitted if applicable, as this will alert the site manager to the complaint or issue and allow a time to be set in order to discuss the matter informally without going to a formal hearing. If the complaint is not discussed at the time the TMC form is submitted then a date and time will be determined within 10 working days from receipt of the request and the resident will be notified in writing of the date, time and location of the informal settlement conference.

When a tenant is served a 14 Day Notice to Pay Rent or Surrender Premises or a 30 Day Notice of Termination of Tenancy and is requesting a hearing, the informal hearing will be conducted by the Site Manager along with another FWHA management staff who will hear the matter being disputed and send a summary of discussion.

### **SUMMARY OF DISCUSSION**

A summary of the discussion shall be prepared within seven (7) days from the date of the informal settlement conference and one copy shall be given to the tenant and one retained in the FWHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the

complaint and the specific reasons therefore.

#### **D. FORMAL HEARING PROCEDURES FOR RESIDENTS**

The FWHA must provide participants with the opportunity for a formal hearing for decisions related to any of the following FWHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under FWHA subsidy standards
- Determination to terminate a family's FSS contract, withholds supportive services, or proposes forfeiture of the family's escrow account.
- Termination of assistance under a 14 Day non-payment notice or 30 Day Notice

When a tenant is served a 14 Day Non-Payment Notice or a 30 Day Notice of Termination of Tenancy the resident will be entitled to request a Formal Hearing after compliance with the informal settlement conference. The FWHA will provide the opportunity for a formal hearing before termination of assistance except when the expedited formal hearing procedures are invoked due to the nature and seriousness of the reasons that led up to the lease termination.

Formal hearings are not required for established policies, procedures and determinations by the FWHA such as:

- Discretionary administrative determinations by the FWHA
- General policy issues or class grievances
- Establishment of the FWHA schedule of utility allowances for families in the program
- A FWHA determination not to approve a unit or lease
- A FWHA determination that an assisted unit is not in compliance with UPCS
- FWHA determination that the unit is not in accordance with UPCS because of the family size

#### **1. REQUEST FOR A FORMAL HEARING**

In order to request a formal hearing, except for good cause, the complainant must personally present a grievance in writing to the resident's housing office within 10 (ten) days after receipt of the Notice of Summary of Discussion from the informal settlement of grievance meeting, if one was held. The written request shall specify:

- a. The reasons for the grievance
- b. The action or relief sought

#### **2. SELECTING THE HEARING OFFICER [966-55]**

All formal hearings shall be conducted by an impartial person or persons appointed by the FWHA, other than a person who made or approved the FWHA action under review or a subordinate of such person.

#### **3. CONDUCT OF FORMAL HEARING**

The Formal Hearing Officer will accept relevant information from the FWHA and from the resident/resident's representative sufficient to arrive at a decision to either grant the relief sought by the tenant or allow the termination of the lease or other proposed adverse action to proceed. A written result of the hearing will be issued within fourteen (14) calendar days. All Formal Hearings are electronically recorded.

#### **4. NOTIFICATION OF HEARING**

When the FWHA receives a request for a formal hearing, a hearing shall be held within thirty (30) days from the receipt of the request for formal hearing. The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the FWHA upon which the FWHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than five (5) days before the hearing date
- A notice to the family that the FWHA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than five (5) days before the hearing date

#### **5. THE FWHA'S FORMAL HEARING PROCEDURES**

After a hearing date is agreed to the family 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 family. If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance the family must contact the FWHA within forty-eight (48) hours, excluding weekends and holidays. The FWHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the FWHA's determination
- Examine the documents in the file which are the basis for the FWHA's action, and all documents submitted to the hearing officer
- Copy any relevant documents at their expense
- Present any information or witnesses pertinent to the issue of the hearing
- Request that FWHA staff be available or present at the hearing to answer questions pertinent to the case
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the FWHA will make the copies for the family and assess a fee according to the Schedule of Fees and Charges. In no case will the family be allowed to remove the file from the FWHA's office. In addition to other rights contained in this chapter, the FWHA and the resident has a right to:

- Present evidence and any information pertinent to the issue of the hearing

- Be notified if the family intends to be represented by legal counsel, advocate, or another party no later than 5 days in advance of the hearing
- Examine and copy any documents to be used by the family prior to the hearing
- Have its attorney present
- Have staff persons and other witnesses familiar with the case present

The formal hearing shall be conducted by the hearing officer appointed by the FWHA who is neither the person who made or approved the decision nor a subordinate of that person. The hearing officer can be a volunteer or a professional mediator or arbitrator contracted and paid for by the FWHA.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision.

If the family misses an appointment without good cause or deadline ordered by the hearing officer, the action of the FWHA shall take effect and another hearing will not be granted.

The hearing officer will determine whether the action, inaction or decision of the FWHA is legal in accordance with HUD regulations and this ACOP based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the FWHA and the family within fourteen (14) days and shall include:

- A clear summary of the decision and reasons for the decision
- If the decision involves money owed, the amount owed and documentation of the calculation of monies owed
- The date the decision goes into effect

The decision of the hearing officer shall be binding on the FWHA, except under the following conditions:

- Hearing decisions which concern matters in which the FWHA is not required to provide an opportunity for a hearing
- Hearing decisions which conflict with or contradict to HUD regulations or requirements
- Hearing decisions which conflict with or contradict federal, state or local laws
- Hearing decisions which exceed the authority of the person conducting the hearing

The FWHA shall send a letter to the participant if it determines the FWHA is not bound by the hearing officer's determination within ten (10) days. The letter shall include the FWHA's reasons for the decision.

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

If the hearing officer's decision upholds the FWHA's decision to evict the resident, the FWHA will proceed with filing an unlawful detainer.

## **E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NONCITIZENS"**

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

Assistance to a family may not be terminated or denied while the FWHA hearing is pending but assistance to an applicant may be delayed pending the FWHA hearing.

### **INS DETERMINATION OF INELIGIBILITY**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the FWHA notifies the applicant or resident within ten days of their right to appeal to the INS within thirty (30) days or to request a formal hearing with the FWHA either in lieu of or subsequent to the INS appeal. If the family appeals to the INS they must give the FWHA a copy of the appeal and proof of mailing or the FWHA may proceed to deny or terminate. The time period to request an appeal may be extended by the FWHA for good cause.

The request for a hearing must be made to the FWHA within fourteen days of receipt of the notice offering the hearing or within fourteen (14) days of receipt of that notice if an appeal was made to the INS.

After receipt of a request for a formal hearing, the hearing is conducted as described in the "Formal Hearing" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible and there are no other eligible family members the FWHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral
- If there are eligible members in the family the FWHA will offer to prorate assistance or give the family the option to remove the ineligible members.
- All other complaints related to eligible citizen/immigrant status:
- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to
- a hearing regarding determinations of the resident's Total Tenant Payment (TTP)
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud

## **F. EXPEDITED GRIEVANCE PROCEDURE**

The FWHA shall exercise its right to exclude the most serious lease violations from the grievance procedures. This includes:

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

## **CHAPTER 14 FAMILY DEBTS TO THE FWHA**

### **INTRODUCTION**

This chapter describes the FWHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the FWHA's policy to meet the informational needs of families and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the FWHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation in a clear format for review by the family or other interested parties.

When families owe money to the FWHA, the FWHA will make every effort to collect it. The FWHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits / Judgments
- Payment agreements
- Collection agencies
- Credit bureaus / entries
- Income tax off-set programs
- Referral to the state Office of the Attorney General
- Referral to the Inspector General's Office

### **A. REPAYMENT AGREEMENT FOR FAMILIES**

A payment agreement is a document entered into between the FWHA and a person who owes a debt to the FWHA. It contains details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the FWHA upon default of the agreement. The FWHA has the discretion to establish payment thresholds and policies for repayment agreements in addition to HUD required procedures. The maximum length of time the FWHA will enter into a payment agreement with a family is twelve (12) months unless otherwise specified and approved by a FWHA.

An Initial Payment minimum of 25% of the amount owed, whichever is greater will be due immediately with the remaining balance to be paid within 12 months.

It is at the discretion of the FWHA to enter in a repayment agreement, but there may be some circumstances in which the FWHA may not enter into a payment agreement.

Such as:

- If the family already has a payment agreement in place
- If the FWHA determines that the family has committed program fraud

## **1. LATE PAYMENTS**

A payment will be considered to be late if the payment has not been received by the close of the business day on which the payment was due. The due date will be at the close of the next business day if the due date is on a weekend or holiday.

If the family's repayment agreement is in arrears, FWHA:

- a. Require the family to pay the balance in full immediately.
- b. Terminate the family's tenancy/assistance.
- c. Pursue eviction for possession of unit.

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

## **2. GUIDELINES FOR PAYMENT AGREEMENTS**

Payment agreements will be executed between the FWHA and the head of household only.

The monthly payments may be decreased in cases of family hardship upon request by the family with approval of the President/ CEO or his/her designee, and approval and verification of the hardship. Also, monthly payments may be increased dependent upon whether the family income increases and the family agrees to the increased payment.

If the family has a payment agreement in place and incurs an additional debt to the FWHA, the FWHA will not enter into more than one payment agreement at a time with the same family. Any additional debt will be added to a current repayment agreement but no more than one time.

## **B. DEBTS DUE: FRAUD/NON-REPORTING OF INFORMATION (24 CFR 792.103)**

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 that result in a personal benefit.

### **1. FAMILY ERROR/LATE REPORTING**

Families who owe money to the FWHA due to the family's unintentional failure to report increases in income will be required to repay in accordance with the guidelines in the payment schedule section of this chapter.

### **2. PROGRAM FRAUD**

The FWHA has a zero tolerance policy for program fraud. If a family commits intentional program fraud, the FWHA will require the family to pay the amount in full upon demand. If the full amount is paid within the time frame specified by FWHA and the family is still eligible to receive assistance, FWHA may opt to continue assistance to the family.

If a family owes an amount that equals or exceeds \$1,500.00 as a result of program fraud, the family will be evicted and the case may be referred to the Office of the Inspector General. Where appropriate, the FWHA

will refer the case for criminal prosecution.

### **C. DEBT OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS**

The following information is collected about each member of the household (family composition): full name, date of birth, and Social Security Number. The following adverse information is collected once participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the FWHA or Housing Choice Voucher landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/or change in family composition) or other charges such as damages, utility charges, etc.) and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the FWHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the FWHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

### **D. WRITING OFF DEBTS**

All debts will be referred for collection. Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than 3 months old.
- A determination is made that the debtor is judgment proof.
- The debtor is deceased and has no recoverable assets.
- The debtor is confined to an institution indefinitely and has no recoverable assets.
- The debtor cannot be located.

## **CHAPTER 15 COMMUNITY SERVICE AND SELF-SUFFICIENCY**

### **INTRODUCTION**

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents contribute eight (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes or other activities that help an individual achieve self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

### **A. PROGRAM REQUIREMENTS**

The performance of eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.

Community Service: volunteer work, which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation



center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.

- Work with a non-profit organization that serves FWHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, community clean-up programs, beautification programs, or other youth or senior organizations
- Helping neighborhood groups with special projects
- Working through resident organization to help other residents with problems, serving as an officer on a Resident Committee, serving on the Resident Advisory Board
- Caring for the children of other residents so that they may volunteer

NOTE: Political activity is excluded.

Self-Sufficiency Activities: activities that include, but are not limited to:

- Job readiness or job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Full time student status at any school, college or vocational school

Family obligations:

At lease execution and at each annual recertification all adult members of a public housing resident family must sign the Community Services Exemption checklist certifying that they have received and read this policy:

- Non-exempt family members must present a completed form (provided by the FWHA), signed by the party administering the qualifying activities, certifying that the qualifying activities were performed over the previous twelve (12) months. Failure to comply with the community service requirement will result in non-renewal of their lease.

## **B. FWHA RESPONSIBILITIES**

Whenever possible, the FWHA will provide names and agency contacts that can provide opportunities for residents to fulfill their community service obligations.

The FWHA will provide families with a Community Services Exemption checklist and Recording / Certification forms (non-exempt families only) and a copy of this policy at lease execution.

The FWHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the FWHA's grievance procedure if they disagree with the determination.

### **C. EXEMPT ADULTS**

Public Housing residents are exempt if they are:

- 62 years of age or older or will turn 62 prior to the next determination
- Blind or disabled as defined under 216 (I)(1) or 1614 of the Social Security Act (42 U.S. C. 416 I): 1382 c), and who certify that because of this disability he or she is unable to comply with the service requirement
- A primary caretaker of a blind or disabled person, even if the blind or disabled person is not a resident of public housing
- Working at least twenty (20) hours per week or engaged in work activities as defined in Section 407 (d) of the Social Security Act
- Exempt from the work requirements for a state welfare program, including Welfare-to-Work
- A parent home-schooling their child(ren)
- Receiving Temporary Assistance for Needy Families (TANF) assistance and have not been found to be in non-compliance with TANF or other work requirements (*Note: Individual members of the family receiving benefits or services under TANF are exempt.*)

### **D. NON-COMPLIANCE OF FAMILY MEMBERS**

If the FWHA determines that there is a family member who is required to fulfill a service requirement, but who has violated this family obligation, the FWHA will send, at least 30 days prior to the end of the lease, a notice to the resident describing the noncompliance.

The lease will end unless:

- The family provides proof that the non-compliant resident is no longer in the unit or
- The non-compliant family member and the Head of Household sign an agreement with the FWHA to make up the deficient hours over the next twelve (12) month period. The makeup agreement will stipulate how many hours each month must be made up. Staff will monitor month- to-month to ensure that the family member is complying with the agreement. Non-compliance with the makeup agreement will result in termination. A 30-day notice will be provided regarding the lease termination. The resident may request a grievance hearing regarding the FWHA determination of noncompliance and may exercise any available judicial remedy to seek timely redress for the FWHA's non-renewal of the lease due to such determination

## **CHAPTER 16 VIOLENCE AGAINST WOMEN ACT**

### **INTRODUCTION**

FWHA shall implement the Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA), which prohibits the eviction of, and removal of assistance from, certain persons living in or public or Section-8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925). (Refer to Addendum XXIII)

### **A. PURPOSE**

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- Protecting the safety of victims;
- Creating long-term housing solutions for victims;
- Building collaborations among victim service providers; and
- Assisting the FWHA to respond appropriately to the violence while maintaining a safe environment for the FWHA, employees, tenants, applicants, Housing Choice Voucher participants, program participants and others.

The policy will assist the Fort Worth Housing Authority (FWHA) in providing rights under the Violence Against Women Act to its applicants, public housing residents, Housing Choice Voucher participants and other program participants.

This Policy is incorporated into the FWHA's "Admission and Continuing Occupancy Policy", and "Housing Choice Voucher Program Administrative Plan" and applies to all FWHA housing programs.

## **B. DEFINITIONS**

The definitions in this Section apply only to this Policy.

- **Bona Fide Claim:** A bona fide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.
- **Confidentiality:** The FWHA will not enter information provided to the FWHA by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated below.
- **Dating Violence:** Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.
- **Hearing decisions which Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Texas, or committed 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 Texas.
- **Affiliated Individual:** A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other person living in the household of the victim.
- **Perpetrator:** A person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.
- **Sexual Assault** – means any nonconsensual sexual act proscribed by Federal, tribal or State law, including when the individual lacks capacity to consent.
- **Stalking:** (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim.

### **C. CERTIFICATION AND CONFIDENTIALITY**

The person claiming protection under VAWA shall provide a complete and accurate certification to a FWHA owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days a FWHA owner or manager may take action to deny or terminate participation or tenancy.

All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to FWHA or to a owner or manager in conjunction with any other FWHA programs shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding or in connection with termination of other program assistance as permitted in VAWA, or
3. Otherwise required by applicable law.

All program participants shall be notified in writing concerning their rights to confidentiality and the limits on such rights to confidentiality

### **D. HUD APPROVED CERTIFICATION**

For each incident that a person is claiming as abuse, the person may certify to the FWHA, owner or manager, their victim status by completing a HUD approved certification form (form HUD-50066). The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contract information such a postal, e-mail or internet address, telephone or facsimile number or other identification, only if it is safe to do so or is known to the victim.

### **E. OTHER CERTIFICATIONS**

A person who is claiming victim status may provide to the FWHA, an owner or manager:

- Documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury the professional's belief that the incident(s) in question are bona fide incidents of abuse; or
- A federal, state, tribal, territorial, local police or court record.

### **F. CONFIDENTIALITY**

The FWHA and the owner and managers shall keep all information provided to the FWHA under this section confidential. The FWHA and owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- The victim requests or consents to the disclosure in writing;
- The disclosure is required for eviction from public housing and/or termination of Housing Choice Voucher assistance; or
- The disclosure is required by applicable law.

## **G. APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE, OR TENANCY**

FWHA shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Housing Choice Voucher assistance or occupancy rights, or evicting a tenant.

Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.

Notwithstanding, the FWHA, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.

Nothing in the previous sections shall limit the authority of the FWHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.

Nothing in the previous sections shall limit the FWHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However FWHA, owner or manager may not hold a victim to a more demanding standard.

Nothing in the previous sections shall limit the FWHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the FWHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.

Nothing in the previous sections shall limit the FWHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

A Housing Choice Voucher recipient who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is a victim under this Policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Housing Choice Voucher program may receive a voucher and move to another Housing Choice Voucher jurisdiction.

## **H. ACTIONS AGAINST A PERPETRATOR**

The FWHA can take action against a perpetrator of domestic violence. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; (b) obtaining and enforcing a trespass against the perpetrator; (c) enforcing FWHA or law enforcement's trespass of the perpetrator; (d) preventing the delivery of the perpetrator's mail to the victim's unit; (e) proving identifying information; and (f) other reasonable measures.

## **I. FWHA RIGHT TO TERMINATE HOUSING AND HOUSING ASSISTANCE UNDER THIS POLICY**

Nothing in this Policy will restrict the FWHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the FWHA, owner or manager that such a

claim is false.

Nothing in this Policy will restrict the FWHA right to terminate tenancy if the victim tenant

1. Allows a perpetrator to violate a court order relating to the act or acts of violence; or
2. Allows a perpetrator who has been barred from FWHA property to come onto FWHA property including but not limited to the victim's unit or any other area under their control.
3. Who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes but is not limited to unreported income and ongoing boarders and lodgers violations, or damage to property.

#### **J. STATEMENTS OF RESPONSIBILITY**

- A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. The FWHA will continue to issue lease violation notices to all residents who violate the lease including those who claim a defense of domestic violence. The FWHA recognizes the pathologic dynamic and cycle of domestic violence and will work with victims of domestic violence partnering with other local victim support service providers to help victims break the cycle of domestic violence through counseling and the development of an agreed to Safety Plan.
- A tenant victim who claims as a defense to a lease violation that the violation is directly related to domestic violence will be referred to a domestic violence advocacy program.
- A tenant victim must take personal responsibility for exercising control over their household by accepting assistance and complying with the Safety Plan. Failure to do this will be seen as other good cause.
- All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.

#### **K. NOTICE TO APPLICANTS, PARTICIPANTS, TENANTS AND OWNERS**

The FWHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations.

#### **L. REPORTING REQUIREMENTS**

The FWHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. FWHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

#### **M. CONFLICT AND SCOPE**

This Policy does not enlarge the FWHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another FWHA policy such as its Housing Choice Voucher Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy, this Policy will control.

## **N. TRANSFERS**

The FWHA provides that the family may move in violation of the lease if the family has complied with all other obligations of the program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

If the circumstances described above exist, the FWHA may allow a family to move if the only basis for the denial is that the family is violating the lease agreement. The FWHA may request that the family provide the HUD-approved certification form (form HUD-50066), or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

In cases where FWHA determines that the family's decision to move was reasonable under the circumstances, FWHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

## **O. COURT ORDERS / FAMILY BREAK-UP**

It is FWHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by FWHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

## **P. RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of FWHA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If FWHA staff become aware that an individual assisted by FWHA is a victim of domestic violence, dating violence, sexual assault or stalking, FWHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring FWHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. FWHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which FWHA has referral or other cooperative relationships.

# **CHAPTER 17 PROGRAM INTEGRITY ADDENDUM**

## **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that twelve (12) percent of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The FWHA is committed to assure that the proper level of benefits is paid to all residents, and that housing resources reach only income-eligible families so that program integrity is maintained.

The FWHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. FWHA is responsible for preventing, detecting and reporting fraud and each staff is made familiar with the types of signals suggesting possible fraud with the scopes of responsibilities.

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

## **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

### **DEFINITION OF FRAUD**

Fraud and abuse means a single act or pattern of actions:

1. That constitutes false statement, omission or concealment of a substantive fact, made with intent to deceive or mislead; and
2. That results in payment of housing choice voucher or public housing programs funds in violation of program requirements.

Examples of the most serious of these activities include, but not limited to the following:

- Bribery and kickbacks
- False claims or bid rigging
- Theft, embezzlement or other misapplication of funds or assets
- Forgery or alteration of documents
- Impropriety with respect to reporting financial transactions.
- Profiting on inside knowledge
- Destruction or concealment of records or assets

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

The FWHA will initiate an investigation of a resident family only in the event of one or more of the following circumstances:

- **REFERRALS, COMPLAINTS, OR TIPS**

The FWHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the resident file.

- **INTERNAL FILE REVIEW**

A follow-up will be made if FWHA discovers (as a function of a [re]certification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the FWHA's knowledge of the family, or is discrepant with statements made by the family.

- **VERIFICATION OR DOCUMENTATION**

A follow-up will be made if the FWHA receives independent verification or documentation which conflicts with representations in the resident file (such as public record information or credit bureau reports, reports from



other agencies).

## **B. STEPS THE FWHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The FWHA will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by resident families.

- **THINGS YOU SHOULD KNOW**

This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the FWHA's expectations for cooperation and compliance.

- **PROGRAM ORIENTATION SESSION**

Mandatory orientation sessions will be conducted for all prospective residents either prior to or upon execution of the lease where all rules and pertinent regulations will be explained.

- **RESIDENT COUNSELING**

The FWHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

- **REVIEW AND EXPLANATION OF FORMS**

The FWHA will explain all required forms and review the contents of all (re)certification documents prior to signature.

- **USE OF INSTRUCTIVE SIGNS AND WARNINGS**

Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

- **RESIDENT CERTIFICATION**

All family representatives will be required to sign a "Resident Certification" form, as contained in HUD's Tenant Integrity Program Manual.

## **C. STEPS THE FWHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The FWHA will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

### **1. QUALITY CONTROL FILE REVIEWS**

Prior to initial certification, and at the completion of all subsequent recertification, each resident file will be reviewed. Such reviews shall include, but are not limited to:

- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file Documents
- Ratio between reported income and expenses

- Review Enterprise Income Verification (EIV) report
- Review of signatures for consistency with previously signed file documents

## **2. OBSERVATION**

The FWHA will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. This will also include staff observation during inspection and facilitating work request.

## **3. PUBLIC RECORD BULLETINS**

May be reviewed by FWHA.

## **4. CREDIT BUREAU AND FBI INQUIRIES**

Credit Bureau and FBI inquiries may be made (with proper authorization by the resident) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the FWHA wherein unreported income sources are disclosed
- When a resident's expenditures exceed his/her reported income, and no plausible explanation is given
- When requests are made to add another adult to the household composition.

## **D. THE FWHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The FWHA will encourage all resident families to report suspected abuse to the FWHA. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the resident file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The FWHA will not follow up on allegations that are vague or otherwise non-specific, but will only review allegations which contain one or more independently verifiable facts.

### **• FILE REVIEW**

An internal file review will be conducted to determine:

- If the subject of the allegation is a resident of the FWHA and, if so, to determine whether or not the family has previously disclosed the information reported.
- It will then be determined if the FWHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

### **• CONCLUSION OF PRELIMINARY REVIEW**

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

## **E. HOW THE FWHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the FWHA determines that an allegation or referral warrants follow-up, a person designated by the President & CEO to monitor the program compliance will conduct the investigation. The steps taken will depend upon the

nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the FWHA will secure the written authorization from the program participant for the release of information.

- **CREDIT BUREAU AND BANK ACCOUNT INQUIRIES**

In cases involving previously unreported income sources, a CBI or bank account inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

- **VERIFICATION OF CREDIT**

In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

- **EMPLOYERS AND EX-EMPLOYERS**

Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

- **NEIGHBORS/ WITNESSES**

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the FWHA's review.

- **OTHER AGENCIES**

Investigators, child support services, caseworkers or representatives of other benefit agencies may be contacted.

- **PUBLIC RECORDS**

If relevant, the FWHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.

- **INTERVIEWS WITH HEAD OF HOUSEHOLD OR FAMILY MEMBERS**

The FWHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate FWHA office. The FWHA will maintain a high standard of courtesy and professionalism. Under no circumstances will the management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

## **F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE FWHA**

Documents and other evidence obtained by the FWHA during the course of an investigation will be considered "work product" and will either be kept in the resident file, or in a separate "work file." In either case, the resident file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among FWHA Staff unless they are involved in the process, or have information that may assist in the investigation.

## **G. CONCLUSION OF THE FWHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the President & CEO or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

## **H. EVALUATION OF THE FINDINGS**

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

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

## **I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

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

### **1. PROCEDURAL NON-COMPLIANCE**

- a. This category applies when the resident "fails to" observe a procedure or requirement of the FWHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:
  1. Failure to appear at a pre-scheduled appointment
  2. Failure to return verification in time period specified by the FWHA
    - o **Warning Notice to the Family:** In such cases a notice will be sent to the family, which contains the following:
- b. A description of the non-compliance and the procedure, policy or obligation which was violated
- c. The date by which the violation must be corrected, or the procedure is complied
- d. The action, which will be taken by the FWHA if the procedure or obligation is not complied with by the date specified by the FWHA
- e. The consequences of repeated (similar) violations

### **2. PROCEDURAL NON-COMPLIANCE - RETROACTIVE RENT**

When the resident owes money to the FWHA for failure to report changes in income or assets, the FWHA will issue a notice of unpaid/ underpaid rent. This notice will contain the following:

- a. A description of the violation and the date(s)
- b. Any amounts owed to the FWHA
- c. A 10-day response period
  1. The right to disagree and to request an informal hearing with instructions for the request of such hearing
  2. Proposed terms of payment agreement

### **3. RESIDENT FAILS TO COMPLY WITH FWHA'S NOTICE**

If the resident fails to comply with the FWHA's notice, and a material provision of the lease has been violated, the FWHA will initiate termination of tenancy.

### **4. RESIDENT COMPLIES WITH FWHA'S NOTICE**

When a resident complies with the FWHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated.

### **5. INTENTIONAL MISREPRESENTATIONS**

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

### **6. KNOWLEDGE THAT THE ACTION OR INACTION WAS WRONG**

This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The resident's signature on various certifications, briefing certificate, Personal Declaration and lease agreement are adequate to establish knowledge of wrongdoing.

### **7. THE RESIDENT WILLFULLY VIOLATED THE LAW**

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

- An admission by the resident of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the resident omitted material facts, which were known to them (e.g., employment of self or other household member).
- That the resident falsified, forged or altered documents.
- That the resident uttered and certified to statements at a rent (re) determination which were later independently verified to be false.

### **8. RESOLUTION OF SERIOUS VIOLATIONS AND MISREPRESENTATIONS**

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

This meeting will take place prior to any proposed action by the FWHA. The purpose of such meeting is to review the information and evidence obtained by the FWHA with the resident, and to provide the resident an opportunity to explain any document findings which conflict with representations in the resident file. The FWHA will take any documents or mitigating circumstances presented by the resident into consideration. The resident

will be given 10 days to furnish any mitigating evidence.

The secondary purpose of the meeting is to assist the FWHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the FWHA will consider:

- The duration of the violation and number of false statements.
- The resident's ability to understand the rules.
- The resident's willingness to cooperate, and to accept responsibility for his/her actions.
- The amount of money involved.
- The resident's past history.
- Whether or not criminal intent has been established.
- The number of false statements.

## **9. DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS**

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

### **a. Criminal Prosecution**

1. If the FWHA has established criminal intent, and the case meets the criteria for prosecution, the FWHA may:
  - a) Terminate tenancy.
  - b) Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

### **b. Administrative Remedies**

1. The FWHA may:
  - a) Terminate tenancy and demand payment of restitution in full.
  - b) Terminate tenancy and pursue restitution through civil litigation.
  - c) Permit continued occupancy at the correct rent and execute a repayment agreement in accordance with the FWHA's repayment policy.

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

The FWHA will notify the resident of the proposed action no later than 10 days after the resident hearing by certified mail.

## **J. CODE OF CONDUCT**

The Fort Worth Housing Authority strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards the following policies have been established.

## **1. PROHIBITED ACTIVITIES**

Employees shall not engage in any employment, activity, or enterprise for compensation, which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority. Prohibited activities shall include but not be limited to:

- Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
- Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
- Any act wherein time demands would render performance of his or her duties as an officer or employee less efficient and productive.
- Embezzlement and falsification of accounts as defined in the Texas Penal Code.

## **2. CONFLICT OF INTEREST POLICY**

To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:

- a. No employee shall enter into any agreement, written or unwritten, without prior approval from the President & CEO or his/her designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
- b. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when in the execution of a contract or in Housing Authority program participation is held by:
  - An employee, officer, or agent involved in making the award; The relative of such a person (including, but not limited to, father, other, Son, daughter, brother, sister, uncle, aunt, first cousin, father-in-law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
  - The partner of such a person; or,
  - An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

## **3. THE CONSEQUENCES OF RULE VIOLATIONS:**

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the agency's personnel policies on Discipline, Dismissal, and Review.

## CHAPTER 18 FIREARMS POLICY

### INTRODUCTION

This Policy is intended by The Fort Worth Housing Authority (FWHA) to promulgate reasonable rules and regulations which are fair, effective, and consistent with the law as interpreted by the U.S. Supreme Court, the laws of the State of Texas, any other applicable law and good common sense.

### **A. GENERAL POLICY**

“Firearm” shall include, but not be limited to pistols, revolvers, semi-automatic handguns, other handguns, rifles, shotguns and any other instrument capable of being held and fired by a single person, that propels a projectile by means of an explosive charge of gunpowder or other explosive propellant, mechanical (spring) action, gas or compressed air, capable of killing or injuring another person or animal.

### **B. RIGHT TO POSSESS FIREARMS**

#### **1. General**

Lawful residents of the Fort Worth Housing Authority (FWHA) and other approved occupants have a right to lawfully possess legal firearms within their units for purposes of self-defense and any other purpose permitted by law. Residents may not possess firearms within their units or elsewhere on FWHA property in a manner inconsistent with, or prohibited by, applicable federal, state or local laws or inconsistent with the terms of this Policy.

#### **2. Prohibited Firearms**

No person may possess in a unit or otherwise on FWHA property any fully automatic firearm, machine gun, sawed off shotgun, assault weapon (as defined by specific state or federal statute), large capacity ammunition feeding devices, grenade launcher, rocket propelled grenade (“RPG”) launcher or other firearm or ammunition prohibited by applicable state or federal law.

#### **3. Prohibited Persons**

All persons prohibited from possession of a firearm by 18 USC 922, as it may be amended, may not possess a firearm on FWHA’s property, housing units, FWHA offices and other buildings, common areas, sidewalks, open space, easements and other appurtenances to FWHA property, including but not limited to:

- a. A convicted felon with a history of violence whose civil right to possess a firearm has not been restored by applicable law;
- b. A person who unlawfully uses, or is addicted to, any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) or abuses alcohol, in a manner that poses a threat to the person or others;
- c. Aliens who are illegally or unlawfully in the United States or have been admitted to the U.S. under a nonimmigrant visa;
- d. A person who is subject to a domestic violence restraining or protective order;
- e. A person having a conviction for domestic assault;
- f. A fugitive from justice;
- g. A person who has been dishonorably discharged from the military;



- h. A person adjudged mentally defective or of unsound mind in a court of competent jurisdiction; and
- i. A person who has renounced U.S. citizenship.

Additionally, a person whom the FWHA determines, based upon objective evidence, constitutes a danger to others shall not possess a firearm on FWHA Property.

#### **4. Guests**

Except as otherwise authorized or restricted by state or local law, guests of a Resident may possess a firearm on FWHA Property only in the Resident's unit, while transporting firearm to and from the unit, or otherwise in conformity with this Policy and all applicable federal and state laws.

### **C. RULES AND REGULATIONS**

#### **1. DISCHARGE**

No person shall discharge a firearm on FWHA's property except as authorized by state or local law.

#### **2. COMMON AREAS**

Except as otherwise authorized or restricted by state or local law, no Resident or other person shall possess or carry a firearm in any common area of the FWHA except to transport the firearm to and from a Resident's unit.

#### **3. SENSITIVE AREAS**

No person shall possess or carry a firearm in a sensitive area on the FWHA's property, including but not limited to FWHA's offices, buildings, open space, or other areas under the exclusive control or occupancy of the FWHA or its officers and/or employees, laundry rooms, kitchens, rest rooms, maintenance offices or buildings, parking garages (except in the course of transporting it to and from a Resident's unit or other action permitted under this Policy and state and local law), community rooms or centers, or property reserved for a school, daycare, playground or other use by minor children. The FWHA shall post signs indicating where firearms are not permitted. However, the failure of the posting of a sign in aforementioned sensitive area shall not render this Policy inapplicable as to that sensitive area.

#### **4. COMMERCIAL ACTIVITY**

No person shall engage in the business of buying and selling firearms or ammunition within any Resident's unit or elsewhere on the FWHA's property.

#### **5. CHILDREN AND MINORS**

All firearms and ammunition permitted under the terms of this Policy shall be kept in a secure area out of the reach of children and minors when they are not accompanied by an adult. Trigger locks and other safety precautions that do not render the firearm inoperable are strongly recommended.

#### **6. DUE CARE**

Residents and guests shall at all times exercise reasonable care when handling firearms, ensuring the safety of household members and others. No person shall threaten others, verbally or otherwise, with the use or potential use of a firearm. Firearms shall not be used or displayed in any manner that threatens others, except in the course of self-defense.

## **7. INCORPORATION OF POLICY INTO FWHA'S DOCUMENTS**

The FWHA shall include this Policy in all tenant leases, House Rules, and Family Obligations.

### **D. ENFORCEMENT**

#### **1. RESIDENTS**

Material violations of this Policy, as determined by the FWHA, shall be deemed a serious violation of a Resident's lease, enforceable by termination and/or eviction as provided therein. Alleged violations of this Policy shall be subject to the grievance procedures set forth in the current lease documents.

#### **2. OTHER PERSONS**

Any person not a Resident of the FWHA, including but not limited to FWHA officers, commissioners, and employees, contractors, affiliates, management companies, volunteers, and/or guests, who violates this Policy shall be subject to the FWHA's procedure to ban or "trespass" non-Residents from the FWHA's premises.

#### **3. LAW VIOLATIONS**

The FWHA shall report all violations of federal, state or local law relating to the use and possession of firearms to the appropriate law enforcement or other agency.

## **CHAPTER 19 RE-ENTRY POLICY**

The FWHA seeks a balance between allowing ex-offenders to reunite with families living in HUD subsidized programs, and ensuring the safety of all residents of its programs. In order to provide this balance, the FWHA will give consideration to ex-offenders transitioning back into the community from incarceration, allowing them to reunite with their families in public or assisted housing under the following circumstances:

- The ex-offender must be referred in writing by an office of the Department of Probation and Parole and be under their supervision.
- The ex-offender must engage in active case management by an agency that works with ex-offenders. Family members with whom the ex-offender plans to reunite may also be required to engage in case management.
- The ex-offender must demonstrate evidence of rehabilitation that is acceptable to the housing authority.
- The ex-offender must either be the spouse, parent, grandparent, child, grandchild or sibling of the head of household.
- The addition of the ex-offender to the household must not result in a need to increase the bedroom size of the family.
- The ex-offender must not have committed any crimes that would disqualify the person from admission to a FWHA housing program. These crimes include the following:
  - Manufacturing or producing methamphetamine on the premises of federally assisted housing.
  - Sex offenders subject to a any registration requirement under a State sex offender registration program
  - Murder

- Kidnapping
- Indecency with a child
- Rape or crimes of sexual assault
- Arson
- The ex-offender must not currently abuse alcohol, use illegal drugs, or be involved in any illegal activity.
- The ex-offender must remain arrest-free during his/her tenancy. In the event the ex-offender is involved in any criminal activity, the family is subject to termination of housing assistance.

## **CHAPTER 20 GLOSSARY**

### **A. TERMS USED IN DETERMINING RENT**

**ANNUAL INCOME [24 CFR 5.609]:** Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or recertification of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute.

Annual income includes, but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in Annual Income Exclusions below);
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in Annual Income Exclusions below);
- Welfare assistance payments.
  - Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF)

program are included in annual income only to the extent such payments:

- Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
  - Are not otherwise excluded.
- The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
  - If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
    - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
  - All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in Annual Income Exclusions below).
  - For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.
  - The full amount of the "housing portion" of an athletic scholarship received by a student of higher education (PIH 2005-16)

## **EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609]**

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Annual Income Inclusions above);
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;

- Subject to Annual Income Inclusions above, the full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Certain amounts received that are related to participation in the following programs:
  - Amounts received under training programs funded by HUD;
  - Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
  - Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision:
    - Must be received under employment training programs with clearly defined goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized by federal, state, or local law, or operated by a public agency;
    - Only exclude the compensation related to the training. Other sources of household income are still included;
    - Exclude the income only for the period during which the family member participates in the employment training program.
- Temporary, nonrecurring or sporadic income (including gifts);
- 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;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
  - Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:
    - The Retired Senior Volunteer Program (RSVP)
    - Foster Grandparent Program (FGP)
    - Senior Companion Program (SCP)
    - Older American Committee Service Program
  - Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)];
  - Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e];
  - Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program. [42 USC 8624 (f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b) or the corresponding provision of the Workforce Reinvestment Act of 1998 (29 USC 2981);
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540);
  - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 USC. 1407-08);
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] (Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships);
  - Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] (Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb);
  - Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation;

- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 USC 1721);
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Childcare and Development Block Grant Act of 1990. (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j);
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 USC 12637(d));
- Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 USC 1805);
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 USC 10602);
- Allowances, earnings and payments to individuals participating in programs under the Workforce Reinvestment Act of 1998 (29 USC 2931);
- Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under the Special Supplemental Food Program for Women, Infants and Children (WIC).
- Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990.
- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 by Section 2608 of the Housing and Economic Recovery Act of 2008.
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 and administered by the Office of Native American Programs.
- 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., United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010.
- Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L 107-110, 42 U.S.C. 604(h)(4)).
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusions from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a)).
- Major disaster and emergency assistance 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.

- The Medicare Incentive Payment
- Earned Income Disallowance for persons with disabilities [24 CFR 5.617]
  - Initial Twelve (12) Month Exclusion
  - Second Twelve (12) Month Exclusion and Phase-In
  - Maximum Four (4) Year Disallowance
- Tax Rebates from the Internal Revenue Service under the Economic Stimulus Act of 2008 (PIH 2008-23);
- Kinship Guardian Assistance Payments (Kin-GAP) and similar state guardianship care payments (PIH 2008-30);
- Temporary employment by the U.S. Census Bureau for employment no longer than 180 days and culminating in permanent employment (PIH 2008-26)
- National Volunteer Anti-Poverty Programs such as:
  - VISTA
  - Peace Corps
  - Service Learning Program
  - Special Volunteer Programs
- Small Business Administration Programs such as:
  - National Volunteer Program to Assist Small Businesses
  - Service Corps of Retired Executives

The following benefits are excluded by other Federal Statute as of August 3, 1993:

- Amounts received under HUD funded training programs (e.g. Step-up program) excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training
- Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

**ADJUSTED INCOME** – The definition for adjusted income is annual income, less allowable HUD deductions.

Qualified families are eligible for the following:

**CHILDCARE EXPENSES:** A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the annual income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work or (2) an amount



determined to be reasonable by the FWHA when the expense is incurred to permit education.

**DEPENDENT DEDUCTION:** An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, Disabled, or a full-time student.

**DISABLED EXPENSES:** A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for Disabled family members where such expenses are necessary to permit a family member(s), including the Disabled/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually Disabled, and equipment added to cars and vans to permit use by the Disabled or disabled family member.

**FOR NON-ELDERLY FAMILIES AND ELDERLY FAMILIES WITHOUT MEDICAL EXPENSE:** The amount of the deduction equals the cost of all unreimbursed expenses for Disabled care and equipment less three percent of annual income, provided the amount so calculated does not exceed the employment income earned.

**FOR ELDERLY AND DISABLED FAMILIES WITH MEDICAL EXPENSES:** The amount of the deduction equals the cost of all un-reimbursed expenses for Disabled care and equipment less three percent of annual income, (provided the amount does not exceed earnings) plus medical expenses as defined below. A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which annual income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the FWHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

**FOR ELDERLY FAMILIES WITHOUT DISABLED EXPENSES:** The amount of the deduction shall equal total medical expenses less 3% of annual income.

**FOR ELDERLY FAMILIES WITH BOTH DISABLED AND MEDICAL EXPENSES:** The amount of Disabled assistance is calculated first, then medical expenses are added.

**ELDERLY/DISABLED HOUSEHOLD EXEMPTION:** An exemption of \$400 per household.

## **B. GLOSSARY OF HOUSING TERMS**

**ABANDONMENT OF A PUBLIC HOUSING UNIT:** without advising FWHA Officials so that staff may secure the unit and protect its property from vandalism.

**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 is adaptable 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.

**ACCESSIBLE ROUTE:** For persons with mobility impairment, a continuous, unobstructed path that complies with space and reaches requirements of the Uniform Federally Accessibility Standards. Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY:** Ability to change certain elements in a dwelling unit to accommodate the needs of Disabled and non-Disabled persons or ability to meet the needs of persons with different types and degrees of disability.

**ADULT:** A human being after an age (as 21) specified by law.

**ADMISSION:** Admission to the program is the effective date of the lease; the point at which a family becomes a resident.

**ALLOCATION PLAN:** The plan submitted by the FWHA and approved by HUD under which the FWHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES:** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT (or applicant family):** A family that has applied for admission to a program, but is not yet a participant in the program.

**"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.

**BEYOND NORMAL WEAR AND TEAR:** is defined as items, which could be charged against the resident's security deposit under state law or court practice.

**CO-HEAD:** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

**COMPLAINANT:** Any resident whose grievance is presented to the authority or a site/management office, informally, or as part of the informal hearing process.

**COVERED FAMILIES:** The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**CRIMINAL ACTIVITY:** Includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the FWHA.

**CREDIBLE EVIDENCE:** Evidence by a credible source, without 'hearsay'. Standards of proof, beyond reasonable doubt.

**DEPENDENT:** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Disabled Person, or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY:** The category of family for whom the FWHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (24 CFR 945.105)

**DISABILITY:** Is used where "handicap" was formerly used.

**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 PERSON:** A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).

- A person who has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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

**DISALLOWANCE:** Exclusion from annual income.

**DISPLACED FAMILY:** An individual or family who has been displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise, formally recognized pursuant to Federal disaster relief laws, or an individual or family who has been displaced from their housing unit as a result of domestic violence, hate crimes, cooperation as a witness with a law enforcement agency, or modernization of public housing units by the Authority.

**DISPLACEMENT PREFERENCE:** The displacement preference may be defined to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own, by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions.

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

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

**DRUG-RELATED CRIMINAL ACTIVITY:** Term means: is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug related criminal activity means on or of the premises, not just on or near the premises. Drug-trafficking; or Illegal use or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

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

**ECONOMIC SELF-SUFFICIENCY PROGRAM:** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare

benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY:** A family whose head of household, spouse or sole member is at least 62 years of age, or two or more persons at least 62 years of age living together, or one or more persons at least 62 years of age living with one or more live-in aides.

**ELDERLY AND DISABLED FAMILY:** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

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

**ELIGIBLE FAMILY (Family):** A family is defined by the FWHA in the Admission and Continued Occupancy Plan.

**EMANCIPATED MINORS:** To release from paternal care and responsibility having full legal rights or capacity.

**ENGAGED IN OR ENGAGING:** Drug related criminal activity means any act within the past 5 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. "Engaged in or engaging in or recent history of" criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the FWHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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

**EXCESSIVE COST BURDEN:** Paying more than 50 percent of monthly adjusted income for shelter.

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

**EXTREMELY LOW-INCOME FAMILY:** A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**FALSIFYING AN APPLICATION FOR LEASING:** including verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false

statement or omission intended to mislead

**FAMILY:** The applicant must qualify as a family as defined by the FWHA. The term "Family" is used interchangeably with "applicant", "resident", or "participant" and can refer to a single-person family.

**FAMILY OF VETERAN OR SERVICEPERSON:** A family is a "family of veteran or serviceperson" when: The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death. The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) 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 s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized provided that s/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):** The program established by a FWHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT:** Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the FWHA could lease the public housing unit after preparation for occupancy.

**FOSTER CHILDCARE 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 school or vocational training on a full-time basis.

**GOOD CAUSE:** Good Cause for the late informal review or formal hearing requests is lateness due to illness or Agency error.

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

**GROSSLY UNSANITARY OR HAZARDOUS HOUSEKEEPING:** includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes severe damages to premises and equipment, if it is established that the family is responsible for the conditions that may seriously affect neighbors by causing infestation and foul odors. Also included is the depositing garbage in halls or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

**GUEST:** A person who is 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 **HCV:** Housing Choice Voucher Program.

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

**HEARING OFFICER/HEARING PANEL:** A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

**HOUSEHOLD:** Household (eligible household\_ means an elderly or disabled household (as defined in HUD Sec. 891.205 or 891.305, respectively), as applicable, that meets the project occupancy requirements approved by HUD and, if the household occupies an assisted unit, meets the very low-income requirements.

**HOUSING AGENCY:** A state, country, municipality or other governmental entity or public body authorized to

administer the program. The term "HA" includes an Indian housing authority (IHA). ("FWHA" and "HA" mean the same thing.)

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

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

**HOUSING AUTHORITY OF THE CITY OF FORT WORTH, TEXAS:** is referred to as "FWHA" or "Housing Authority" or "HA" or the "Authority", throughout this document.

**HOUSING QUALITY STANDARDS (HQS):** The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs. **HUD:** The Department of Housing and Urban Development or its designee.

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

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

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

**IMPUTED INCOME:** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

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

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

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

**INCOME FOR ELIGIBILITY:** Gross annual income.

**INCOME TARGETING:** The HUD admissions requirement that FWHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

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

**INDIAN HOUSING AUTHORITY (IHA):** A housing agency established either: By exercise of the power of self-government of an Indian Tribe, independent of State law or by operation of State law providing specifically for housing authorities for Indians.

**INITATING THREATS:** Behaving in a manner, which indicates intent to assault employees or other residents.

**INTEREST REDUCTION SUBSIDIES:** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d) (3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

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

**INVOLUNTARY DISPLACEMENT:** Applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions.

**LANDLORD:** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner. Refers to the FWHA.

**LATE FEE:** Charges assessed if monthly rent payments are not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each month, in accordance with the Authority's Schedule of Fees and Charges.

**LATE RENT:** Monthly rent payments not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each calendar month.

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

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

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

**LOW-INCOME FAMILY:** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

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

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

**MINIMUM RENT:** An amount established by the FWHA between zero and \$50.00.

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

**MONTHLY ADJUSTED INCOME:** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME:** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY:** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS:** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NONCITIZENS RULE:** Refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

**NON PAYMENT OF RENT:** If the monthly rent is not paid by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each calendar month, a fourteen (14) day notice to pay rent or quit and or a three (3) day notice to pay rent or quit running concurrently will be issued.

**NON PAYMENT OF RIGHTFUL OBLIGATIONS:** Including rent and/or utilities and other charges owed to the FWHA.

**OCCUPANCY STANDARDS (Now referred to as Subsidy Standards):** Standards established by a FWHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OTHER CRIMINAL ACTIVITY:** A history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

**OTHER PERSON UNDER THE TENANT'S CONTROL (COVERED PERSON):** The person, although not staying as a guest in the unit is, or was at the time of activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

**PARTICIPANT:** A family that has been admitted to the FWHA program, and is currently assisted in the program.

**PATTERN OF ALCHOL ABUSE:** Includes a determination by the FWHA that the pattern of alcohol abuse might interfere with the applicant's health, safety or right to peaceful enjoyment of the premises by other residents.

**PATTERN OF DRUG USE:** Includes a determination by the FWHA that the applicant has exhibited a pattern of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**PATTERN OF VIOLENT BEHAVIOR:** Includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

**PERSON WITH DISABILITIES:**

1. A person who has a disability, as defined in 42 U.S.C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities



4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

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

**PREPONDERANCE OF EVIDENCE:** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

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

**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 AGENCY (PHA):** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**QUALIFIED FAMILY:** A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the FWHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998:** The Act, which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**RECERTIFICATION:** Sometimes called re-examination. The process of securing documentation of total family income used to determine the rent the resident will pay for the next 12 months if no interim changes are reported by the family.

**RECORD OF SERIOUS DISTURBANCES OF NEIGHBORS, DESTRUCTION OF PROPERTY OR OTHER DISRUPTIVE OR DANGEROUS BEHAVIOR:** Consists of patterns of behavior, which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This includes behavior which damages the equipment or premises in which the applicant resides, or which is seriously disturbing to neighbors or disrupts sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This also includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

**REMAINING MEMBER OF RESIDENT FAMILY:** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENT:** Refers to participants in terms of their relation as a lessee to the FWHA as the landlord. A lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by the FWHA.

**RESPONSIBLE ENTITY:** For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the FWHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY:** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT:** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SELF CERTIFICATION:** A notarized statement or affidavit statement under penalty of perjury

**SERVICE PERSON:** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON:** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a resident family.

**SPECIFIED WELFARE BENEFITS REDUCTION:** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE:** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage.

**SUBSIDIZED PROJECT:** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974 Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; a Public Housing Project.

**SUBSIDY STANDARDS:** Standards established by a FWHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT (Synonymous with resident):** The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT:** The amount payable monthly by the family as rent to the FWHA.

**TOTAL TENANT PAYMENT (TTP):** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UPCS:** Uniform Physical Condition Standards.

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

**UTILITIES:** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, and trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE:** The FWHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT:** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY LARGE LOWER-INCOME FAMILY:** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

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

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

**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.

**WAIT POOL:** A list of families organized, according to application receipt, date and time that are in the process of being determined eligible for subsidy.

**WAITING LIST:** A list of families organized according to HUD regulations and FWHA 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. "Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.

### **C. GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE**

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

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

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

**HA (Housing Authority):** Either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD:** The adult member of the family who is the head of the household for purpose of

determining income eligibility and rent.

**HUD:** Department of Housing and Urban Development.

**INS:** The U.S. Immigration and Naturalization Service.

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

**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.

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

**PHA:** A housing authority that operates Public Housing.

**RESPONSIBLE ENTITY:** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the FWHA).

**SECTION 214:** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE:** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.