

Tuckahoe Housing Authority

Admissions and Continued Occupancy Policy (ACOP)

**TUCKAHOE HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY
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**TUCKAHOE HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

0.0 PURPOSE OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The purpose of the Admissions and Continued Occupancy Policy is to define the Tuckahoe Housing Authority's policies for managing and operating the Public Housing program. These policies assure that the program is administered in a manner consistent with HUD requirements, state and local laws, and the goals and objectives outlined in the Authority's Agency Plan relating to this program.

The Authority is responsible for complying with all changes in HUD regulations pertaining to the Public Housing program. If there is any conflict between this policy and federal laws or HUD regulations, the federal laws and HUD regulations will prevail. This policy will be updated in accordance with HUD regulations, be approved by the Authority Board of Commissioners, and a copy provided to HUD.

This plan is a supporting document of the Tuckahoe Housing Authority Agency Plan. It is available for review, as required by regulation, in the Housing Authority office. Regulations governing the Public Housing program include but are not limited to:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 960: Admission to and Occupancy of Public Housing

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Tuckahoe Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Tuckahoe Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, marital status, sexual orientation or handicap/disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Tuckahoe Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Tuckahoe Housing Authority will provide Federal/State/local information to applicants for, and tenants of the Public Housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application and during annual recertification. All applicable Fair Housing information and Discrimination Complaint forms will be made available at the Tuckahoe Housing Authority office. Fair Housing posters are posted in the Authority lobby and interview rooms. Information is posted in such a manner that it is easily readable from a wheelchair. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Tuckahoe Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Tuckahoe Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

The Tuckahoe Housing Authority office is accessible to persons with disabilities. The Housing Authority will contract with a company that provides Telecommunication Device for the Deaf (TDD) service. The operator will then contact the Authority and relay the information.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Tuckahoe Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Tuckahoe Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Tuckahoe Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

1.3 REASONABLE ACCOMMODATION POLICY

An applicant/tenant with a disability must request a reasonable accommodation if it would enable the individual to participate in the housing programs/services. Anyone requesting an application for housing will receive a Request for Reasonable Accommodation form and instructions on completing and submitting the request. Applications will be made available in an accessible format, upon request, from a person with a disability. The full application for assistance is completed at the eligibility appointment. The full application will also include questions asking all applicants whether reasonable accommodations are necessary.

Notifications of reexamination, inspection, appointment, or eviction will include instructions on completing and submitting a reasonable accommodation request. Any notification requesting action by the tenant will include instructions on completing and submitting a reasonable accommodation request.

In order for a request to be considered by the Authority, the applicant/tenant must certify/verify that they are a person with a disability. The Authority will also require a professional third party, with training in the area of disability, to provide written verification that the person needs an accommodation due to the disability and that the accommodation would allow them to have access to the programs/services provided by the Authority. The Authority will verify disabilities under the definitions listed in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act and the Americans with Disabilities Act.

The definition of disabilities for reasonable accommodation is different than the definition used for admission to the program. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

1.4 CONSIDERATIONS IN GRANTING THE ACCOMMODATION

Generally the individual knows best what they need for accommodation; however, the Tuckahoe Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Authority's programs and services, the Tuckahoe Housing Authority retains the right to select the most efficient or economical choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Tuckahoe Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests, as a reasonable accommodation, that they be permitted to make physical modifications at their own expense, the Tuckahoe Housing Authority will generally approve such request if it does not violate state or local building codes or affect the structural integrity of the

unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

All decisions granting or denying accommodation requests will be in writing. The Authority will provide a written decision to the person requesting the accommodation within ten (10) business days after receiving all required documentation necessary to make a determination.

If a person is denied the accommodation, or feels the approved alternative accommodations are insufficient, they may request an informal hearing to review the Authority's decision.

1.5 SERVICES FOR LIMITED ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS

Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. The THA is not required to pay the cost associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired because the Fair Housing law makes no such requirement).

1.6 FAMILY OUTREACH

The THA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the population in the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. The THA will review these factors regularly to determine the need for and the scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. This form states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

The Authority's policy regarding release of information is in accordance with state and local laws.

1.8 REQUIRED POSTINGS

The Tuckahoe Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Housing Poster
- L. Any current Tuckahoe Housing Authority Notices

2.0 RESPONSIBILITIES

2.1 TUCKAHOE HOUSING AUTHORITY RESPONSIBILITIES

- A. The Tuckahoe Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and this Annual/Administrative Plan.
- B. In administering the program, the Tuckahoe Housing Authority must:
1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 2. Explain the program to families and community;
 3. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 4. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 5. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 6. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 7. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
 8. Determine Tenant Rent;
 9. Examine family income, size and composition at admission and at least annually, during the family's participation in the program. The examination includes verification of income and other family information;
 10. Establish and adjust the Authority utility allowance;
 11. Determine whether to terminate assistance to a participant family for violation of family obligations;
 12. Conduct informal reviews of certain Authority decisions concerning applicants for participation in the program;
 13. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

2.2 AUTHORITY AS OWNER RESPONSIBILITY

- A. The Authority, as the owner, is responsible for performing all of the owner's obligations under the lease.
- B. The Authority, as the owner, is responsible for:
 - 1. Screening tenants, selecting tenants and entering into leases with tenants;
 - 2. Performing all management and rental functions for the assisted unit;
 - 3. Maintaining the unit in accordance with UPCS, including performance of ordinary and extraordinary maintenance;
 - 4. Complying with equal opportunity and fair housing requirements;
 - 5. Collecting from the family:
 - a. Any security deposit required under the lease, and
 - b. The tenant rent, and
 - c. Any charges for unit damage by the family.
 - 6. Enforcing tenant obligations under the lease;
 - 7. Paying for utilities, maintenance, and services (unless paid by the family under the lease).
- C. Condition permission for modifications to a dwelling unit occupied, or to be occupied, by a person with disabilities to afford the person full enjoyment of the premises of a dwelling. (24 CFR 100.203).
- D. Any other responsibilities as defined in the lease and HUD regulations at 24 CFR, Part 960.

2.3 OBLIGATIONS OF THE PARTICIPANT

This section states the responsibilities of a participant family under the program.

- A. Supplying required information
 - 1. The family must supply any information that the Tuckahoe Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Tuckahoe Housing Authority or HUD for use during a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information. (24 CFR 5.216 and 5.230)
4. Any information supplied by the family must be true and complete.

B. UPCS and Housekeeping breach caused by the Family

The family is responsible for any UPCS or housekeeping breach caused by the family or its guests.

C. Allowing Inspection

The family must allow the Tuckahoe Housing Authority, or its representative, to inspect the unit at reasonable times and after at least two (2) days notice.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Authority, in accordance with the terms of the lease, before the family moves out of the unit or terminates the lease.

F. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Authority to add any other family member as an occupant of the unit. No other person may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Authority if any family member no longer resides in the unit.
4. If the Tuckahoe Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. If the family

does not request approval, or approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Tuckahoe Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Authority requested information or certification on the purposes of family absences. The family must cooperate with the Authority for this purpose. The family must notify the Authority in writing, of its absence from the unit within ten (10) business days of the start of the absence.

“Absence” means that no member of the family is residing in the unit. The family may be absent from the unit for up to fifteen (15) days. The family must request permission from the Tuckahoe Housing Authority for absences exceeding fifteen (15) days. The Authority will make a determination within ten (10) business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than fifteen (15) days without authorization may be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary and have been granted prior approval by the Authority

I. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity, violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive housing subsidy assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

M. Any other family obligations as stated in the lease, and in HUD regulations at 24 CFR Parts 5, 8 and 960.

3.0 MANAGING THE WAITING LIST

3.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice. The notice will signify that applications for Public Housing will be accepted. The public notice will state where applications will be accepted, when applications will be accepted, how long applications will be accepted, what development applications are being accepted, what bedroom size applications are being accepted, and how to apply. The notice will be published in a local newspaper of general circulation, any available minority media, and any other suitable means to assure complete coverage of the Authority's jurisdiction. The public notice will state any limitations on who may apply.

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

Closing of the waiting list will be announced with a public notice no less than three (3) days prior to the closing. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation, any available minority media, and any other suitable means to assure complete coverage of the Authority's jurisdiction. The notice of closing may be published in the same notice as the Opening.

3.2 TAKING APPLICATIONS

Families wishing to apply for Public Housing will be required to complete an application for housing assistance. The application gathers relevant information from the family that will be used to determine basic eligibility. Applications are taken to compile a waiting list. Applications will be accepted as indicated in the public notice at a location named in the public notice.

When the waiting list is open, completed applications will be accepted from all applicants. In order for an application to be accepted, the applicant must supply copies of all family members birth certificates, social security cards, citizenship eligibility, photo identification of adult members and current landlord information. A three-year (3 year) criminal background history from County and City law enforcement, for the most recent location of residence must be submitted for all adult family members. The application packet also includes the HUD-9886, Authorization for Release of Information, and Declaration 214 Citizenship eligibility forms, which must be signed by all adult family members, and submitted with the application. The Authority will later verify the information in the application relevant to the applicant's eligibility, admission, and level of benefit.

The completed application, and all additional documents, will be date and time stamped upon submission to the Authority. This date and time stamp will determine the family's position on the Waiting List.

Persons with disabilities who require a reasonable accommodation in completing an application will be notified in the public notice to call the Tuckahoe Housing Authority to make special arrangements to complete their application.

The application will gather the following information about the applicant:

- Name and Social Security number of head of household;
- Date and time of application or application number;
- Household type (family, elderly, family with person with disability);
- Unit size required (number of family members);
- Amount and source of annual income;
- Admission Preference, if any;
- Accessibility requirement, if any; and
- Race and ethnicity of the family head.

Upon receipt of the family's application, the Authority will perform the mandatory sex offender search for all adults listed in the family composition and make a preliminary determination of eligibility. The Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Authority determines the family to be ineligible, the notice will state the reasons for the determination, offer the family the opportunity for an informal review, and provide instructions for requesting a review.

An applicant must report all changes in their applicant status, including changes in family composition and income, in writing as they occur. The Authority will update the applicant's file. Confirmation of the changes will be sent to the family in writing and will notify them of any change in waiting list position. Applicants are also required to respond to any requests from the Authority within the specified timeframe. Failure to provide updated information to the Authority within ten (10) business days of date of change may result in removal from the Waiting List.

3.3 PREFERENCES

The Tuckahoe Housing Authority has elected to offer the following preferences:

PREFERENCES – PUBLIC HOUSING AND SECTION 8

ALL PREFERENCES BY DATE AND TIME.

PREFERENCE APPLY TO US CITIZENS AND LEGAL IMMIGRANTS.

- No.1. Working residents who live in the Village of Tuckahoe.
Applicant families from Tuckahoe where the head is disabled and/or elderly will also be granted the working preference #1.
- No.2. Non- residents who work in the Village of Tuckahoe.
- No.3. Non -working Tuckahoe residents.
- No.4. Working applicants that do not fall into Preferences 1 through 2.

Applicant families where the head is disabled and/or elderly will also be granted the working preference #3.

No.5. Applicants that do not qualify for preferences 1 through 4.

3.4 **ASSIGNMENT OF BEDROOM SIZES**

When applications are received and preliminary eligibility is determined, the Authority will use the following guidelines to determine each family's unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. In determining bedroom size, the Tuckahoe Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

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

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of two, may share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The Tuckahoe Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 2 years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. The Tuckahoe Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-calendar day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

3.5 ORGANIZATION OF THE WAITING LIST

The Authority will maintain one waiting list for each program.

The waiting lists will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, and then in order of preferences, date and time of application;
- C. Income information will be maintained in order to manage income targeting requirements; and
- D. Any contact between the Tuckahoe Housing Authority and the applicant will be documented in the applicant file.

3.6 PURGING THE WAITING LIST

The Tuckahoe Housing Authority will update and purge its waiting list at least every three years to ensure that the pool of applicants reasonably represents the interested families. Purging also enables the Authority to update the information regarding address, family composition, income category and preferences. The following notices will be sent when purging the waiting list:

- 1st Notice is sent by first class mail. This notice includes a letter explaining the process, an update form the applicant must complete and return to the Authority, and a deadline to respond.

- If any notice is returned marked “Addressee Unknown”, the application will be closed and removed from the waiting list. This notice will be filed unopened with the application’s permanent file. No further mailings will be sent.
- If there is no response, or returned notice, from the 1st Notice, a 2nd Notice will be sent by first class mail. This notice will include a final deadline that the applicant must respond by and advise that the application will be denied and dropped from the waiting list if no response is received.

If the deadline passes and no response is received, the application will be closed and removed from the waiting list.

3.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Tuckahoe Housing Authority will not remove an applicant’s name from the waiting list unless:

- A. The applicant requests in writing that they be removed;
- B. The applicant fails to respond to a written request for information, a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

3.8 NOTIFICATION OF NEGATIVE ACTIONS

The Authority will notify, in writing, any applicant whose name is being removed from the waiting list, that they have ten (10) business days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The letter will provide instructions on how to request a hearing pursuant to Chapter 17 of this Admissions Plan.

The Tuckahoe Housing Authority’s system of removing applicants’ names from the waiting list will not violate the rights of persons with disabilities. If an applicant’s failure to respond to a request for information or updates was caused by the applicant’s disability, the Authority will allow a reasonable accommodation request. If the applicant’s request indicates that they did not respond due to a disability, the Authority will verify that there is in fact a disability and that the disability caused the failure to respond. Upon verification, the Authority will allow a reasonable accommodation. An example of a reasonable accommodation would be to make a home visit to complete the update or obtain the requested information.

3.9 CHANGES PRIOR TO ADMISSION

Changes that occur in the family situation prior to lease up may affect the family’s eligibility or tenant payment.

4.0 ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

There are five HUD defined eligibility requirements for admission to the Public Housing program:

- Qualifies as a family
- Has an income within the income limits
- Meets citizenship/eligible immigrant criteria
- Provides documentation of Social Security numbers
- Signs consent authorization documents

In addition to the HUD defined eligibility criteria, families must also meet the Tuckahoe Housing Authority Screening Criteria, defined in Chapter 5, Section 5.6, in order to be admitted to the Public Housing program.

4.2 ELIGIBILITY CRITERIA

A. Family Qualification:

1. A family is:

- a. A single person or group of persons. Family includes households with or without children. A family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
- b. Children temporarily absent from the home due to placement in foster care are considered family members. Verification of placement and duration will be required.
- c. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit. Verification of adoption status will be required.

2. An elderly family is:

- a. A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are both at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. **A near-elderly family** is:
 - a. A family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. **A disabled family** is:
 - a. A family whose head, co-head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, disabled does not include a person whose disability is based solely on any drug or alcohol dependence.
5. **A displaced family** is:
 - a. A family in which each member, or sole member, has been displaced by governmental action, or
 - b. A family 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.
6. Any **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

HUD established income limits by family size for the area in which Tuckahoe Housing Authority is located. These income limits are published each year and are usually effective on the date they are published. The Low-Income limit is set at 80 percent of the area median income adjusted for smaller and larger families.

1. To be eligible for admission to public housing, an applicant must have an annual income that is no more than the “Low-Income” limit for the Authority jurisdiction. This means the family income cannot exceed 80 percent of the

median income for the area.

2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Tuckahoe Housing Authority.
4. If the Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
5. Income limit restrictions do not apply to families transferring within the Tuckahoe Public Housing program.
6. The Authority may allow police officers that would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
7. If there are no eligible families on the waiting list and the Tuckahoe Housing Authority has published a thirty (30) day notice of available units in, at least, one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible for housing assistance, each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)). All family members are required to sign the Section 214 certification form. (Parents may certify to the status of their children).
2. Persons joining the family after the family's admission to the program must also provide documentation of eligible immigration status and sign the Section 214 form. Eligibility will be verified before the Authority approves this person as eligible for the program.
3. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Chapter 9, Section 9.6 for calculating rents under the non-citizen rule).
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide verification of Social Security Numbers. Persons who have not been issued a Social Security Number must sign and certify that they have never been issued one.

Persons joining the family after admission to the program must also provide verification of Social Security Numbers.

Failure to provide required documentation of Social Security Numbers for all household members is grounds for denial or termination of assistance.

E. Signing Consent Forms

Each family head and spouse, regardless of age, and each family member who is 18 years of age or older shall sign the HUD-9886, Authorization for Release of Information/Privacy Act Notice.

5.0 QUALIFICATION FOR ADMISSION

5.1 APPLICANT SELECTION

The Tuckahoe Housing Authority will select families from a waiting list based on the preferences and date and time of application within each bedroom size. Selection from the waiting list is subject to income targeting requirements outlined in Section 5.3 of this chapter.

5.2 PROPERTIES

The Tuckahoe Housing Authority manages two (2) public housing sites – Jefferson Gardens and Stanford Gardens.

Accessible Units: Accessible units will be offered first to families who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list.

Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a thirty (30)-calendar day notice.

5.3 INCOME TARGETING

HUD regulations require at least 40% of families admitted to Tuckahoe Housing Authority's Public Housing program during the Authority fiscal year must be extremely low-income. Extremely low-income families are those with incomes at or below 30% of the area median income for the Tuckahoe Housing Authority jurisdiction. The Authority will request information necessary to estimate the annual gross income of all applicants when the application is completed.

To ensure this requirement is met, the Authority will monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the Authority will skip higher income families at the top of the waiting list to reach extremely low-income families.

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

5.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

Families near the top of the waiting list will be contacted approximately 30 days prior to receiving an offer.

5.5 MISSED APPOINTMENTS

The Tuckahoe Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one (1) opportunity to reschedule without good cause will be

given and no more than two (2) opportunities for good cause. When a good cause exists, the Authority will work with the family to find a more suitable time.

Applicants who fail to keep a scheduled appointment in accordance with the paragraph above will be sent a notice of denial and the application will be denied. The notice will provide instructions on requesting an informal review pursuant to Chapter 17 of this Admissions Plan.

5.6 TUCKAHOE HOUSING AUTHORITY SCREENING CRITERIA

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Tuckahoe Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

- B. The Authority will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent;
 - 2. Ability to maintain (or with assistance, would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
 - 4. History of disturbing neighbors or destruction of property;
 - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others; and

- C. The Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Authority will verify the information provided. Such verification may include, but may not be limited to, the following:
 - 1. A criminal background check on all adult household members, including live-in aides; and

2. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

5.7 GROUNDS FOR DENIAL

The Tuckahoe Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three (3) years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the

premises by other residents. The Tuckahoe Housing Authority may waive this requirement if:

1. The person demonstrates to the Tuckahoe Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 3. Has otherwise been rehabilitated successfully; or
 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Tuckahoe Housing Authority staff member or resident;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

5.8 ***INFORMAL REVIEW***

- A. If the Tuckahoe Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Authority will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within ten (10) business days of the denial.

The hearing may be conducted by any person designated by the Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Authority's decision. The Authority must notify the applicant of the final decision within ten (10) business days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Authority provide an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request,

within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to thirty (30 calendar days) of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

5.9 DECONCENTRATION POLICY

A Deconcentration Policy is not required of a small PHA. If additional properties are acquired under the very low-income housing program this section will be added.

6.0 DETERMINATION OF FAMILY INCOME

6.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Tuckahoe Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded by HUD Regulations. Once the annual income is determined, the Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

The Head of Household is responsible for reporting changes in family composition and income within ten (10) business days of the change.

6.2 INCOME

The regulatory definition of “annual income” is found in 24 CFR 5.609 and reads:

- A. Annual income means all amounts, monetary or not, that:
1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 2. Are anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual reexamination effective date; and
 3. Are not specifically excluded from annual income according to 24 CFR 5.609(c).
 4. Annual Income also means amounts derived (during the coming twelve (12) month period) from assets to which any member of the family has access.

If it is not feasible to anticipate a level of income over a twelve (12) month period (e.g. seasonal or cyclic income), or the Authority believes that past income is the best available indicator of expected future income, the Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

- B. Annual income includes, but is not limited to:
1. The gross amount of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services, before any taxes or other payroll deductions.
 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is

included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

1. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

When the net family assets are \$5,000 or less, the Authority will use the actual income from the assets. When family assets are more than \$5,000, the Authority will use the greater of:

- Actual income from assets; or
- A percentage of the value of such assets based upon the current passbook savings rate as established by HUD. This is called “Imputed Asset Income”.

Any withdrawal of cash or assets from an investment will be included as income except to the extent that the withdrawal reimburses amounts invested by the family. (i.e.: if a family member owned a piece of property that was purchased for \$5,000, and subsequently sold the property for \$10,000, only the difference between the purchase cost of the asset and the sale price of the asset would be counted as income.)

The cash value of an asset will be determined by its market value less the cost of what is owed on the asset and the cost to sell it.

The Authority will not include the value of any assets disposed of for less than fair market value during the last two (2) years unless the cumulative fair market value exceeds the amount received by \$1,000.

2. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as health and accident insurance payments and worker's

compensation are excluded.)

6. Welfare assistance made under the Temporary Assistance for Needy Families (TANF) program is included in annual income. TANF includes regular monthly payments and one-time benefits and/or services, unless excluded as outlined below.

a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

ii. The maximum amount that the welfare assistance agency could in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed welfare income

“Imputed welfare income” is the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family’s annual income for purposes of determining rent.

“Specified welfare benefit reduction” is 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.

Handling Welfare Benefit Reduction

1. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Tuckahoe Housing Authority by the welfare agency) plus the total amount of other annual income.

2. At the request of the Authority, the welfare agency will inform the Authority in writing of the amount and term of any specified

welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Authority will use this information to determine the amount of imputed welfare income for a family.

3. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Authority by the welfare agency).
4. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
5. The Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
6. Review of the Authority Decision

If a participant is not satisfied that the Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Authority denies the family's request to modify such amount, then the Authority shall give the family written notice of such denial, with a brief explanation of the basis for the Authority's determination of the amount of imputed welfare income. The Authority's notice shall also state that if the family does not agree with the determination, they may contest the decision in accordance with the informal hearing policy as stated in Chapter 17 of this Admissions Plan.

The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain an informal hearing.

7. Relations with welfare agencies
 - a. The Authority will ask welfare agencies to keep it informed of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare

agency determines a specified welfare benefits reduction for a family member, and gives the Authority written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

- b. The Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the Authority. However, the Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.
 - c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Authority shall rely on the welfare agency notice to the Authority of the welfare agency's determination of a specified welfare benefits reduction.
7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

6.3 TYPES OF ASSETS

The list below is a summary of types of assets included for calculation of Annual Income.

- Checking and Savings Accounts
- Stocks, bonds, savings certificates, money market funds and other investment accounts
- Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the assets and reasonable costs (such as broker fees) that would be incurred in selling the assets
- The cash value of trusts that may be withdrawn by the family
- IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty

- Some contributions to company retirement/pension funds. A key factor in whether or not to include an asset in the calculation of annual income is whether any member of the family has access to the asset.
- Assets, which although owned by more than one person, allow unrestricted access by the applicant
- Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims
- Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- Cash value of life insurance policies
- Assets disposed of for less than fair market value during the preceding two (2) years.

6.4 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide as defined in 24 CFR 5.403;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special

equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Authority 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 Authority's governing board. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. 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;
12. 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;
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. The following is a list of benefits that currently qualify for this exclusion.

These exclusions include:

- a. The value of the allotment of food stamps;
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
- c. Payments received under the Alaska Native Claims Settlement Act;
- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;
- e. Payments or allowances made under Health and Human Service's Low-Income Energy Assistance Program;
- f. Payments received under programs funded in whole or part by the Job Training Partnership Act;
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US Claims Court;
- i. Amount of scholarships awarded under Title IV of the Higher Education Act of 1965, including awards under federal Work-Study programs or under the Bureau of Indian Affairs student assistance programs;
- j. Payments received from programs under Title V of the Older Americans Act of 1985
- k. Payments received on or after January 1, 1989, from Agent Orange Settlement or any other fund established pursuant to the settlement;
- l. Payments received under the Maine Indian Claims Act;
- m. The value of childcare provided or arranged under the Child Care and Development Block Grant Act of 1990;
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991;
- o. Payments for living expenses under the Americorps Program;
- p. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;

- q. 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;
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.

14. **Mandatory Disallowance of Earned Income:**
(24 CFR 6.617)

Qualifying Family

- a. Any resident whose income increases as a result of employment of a family member was previously unemployed for one or more years prior to employment. Previously unemployed means a person who has earned no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage in the previous 12 months.
- b. Participant families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
- c. Participant families whose annual income increases, as a result of increased earnings of a family member who during or within six (6) months, after receiving assistance, benefits or services under a State TANF or Welfare-to-Work program provided that the total amount is at least \$500 over a six month period. (TANF includes both regular monthly income and one-time benefits and/or services that total at least \$500 over a six (6) month period.)

The Authority will compare the eligible family member’s current income with the “prior income” for that member in order to calculate the earned income disallowance. “Prior income” is defined as the family member’s last certified income prior to qualifying for the Earned Income Disallowance. The “prior income” remains constant throughout the Earned Income Disallowance period.

An eligible family member is a member who has been approved by the Authority and has been added to the Lease. The date the family member signed the lease will be used to determine when the eligible family member was officially eligible for the Mandatory Disallowance. Any change in status prior to the signing of the Lease will not be counted as eligible for the Mandatory Disallowance.

Initial Exclusion

During the cumulative twelve (12) month period beginning on the date a member is first employed, or the family first experiences an increase in annual income attributable to employment, the Authority must exclude from annual income of a

qualified family any increase in income of the family member as a result of employment over prior income of that family member.

Second Twelve Month Exclusion and Phase-In

During the second cumulative twelve (12) month period after the date of initial hire of a member, 50% of the increased income shall be excluded from income.

Lifetime Maximum

The disallowance of increased income of an individual family member is limited to a lifetime 48-month (4 year) period. The disallowance only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. The exclusion months do not have to be consecutive and must be tracked during the 48-months immediately following the first occurrence of initial exclusion.

6.5 INCOME INCLUDED/EXCLUDED BY PERSON

Rules on which sources of income are counted vary slightly by family member as shown below.

- Head of Household, Spouse, Co-head, or other Adult family members: All sources of income that are not specifically excluded in section 9.3 above, are included
- Children under 18 years of age: Employments income is excluded. All other sources of income, except those specifically excluded in section 9.3 above, are included
- Full-time Students – 18 years of age or older (not the head of household, spouse, or co-head): Employment income over \$480 per year is excluded. All other sources of income, except those specifically excluded in section 9.3 above, are included
- Live In Aides: Income from all sources is excluded
- Foster Children or Foster Adults: Income from all sources is excluded

6.6 ABSENT FAMILY MEMBERS

Income for family members that have been approved to live in the assisted unit, but are temporarily absent from the unit, must be counted. The Authority will follow the policies as stated below in making a determination for absent family members.

Absent Full-Time Student

When someone who has been considered a family member is away from the unit attending school full-time, the person will continue to be considered a family member and income will continue to be counted.

If the family provides information to the Authority, or the Authority receives other information, that indicates that the person has established a separate household, the Authority will make a determination as to the status of the person as a member of the assisted family household.

Joint Custody of Children

If there is a situation of joint custody, only one custodian may claim the child as a dependent. In general, the person with legal custody of the child will be given the dependent allowance.

If both families are assisted and could claim the child, the families will be required to resolve the issue and advise the Authority which household will claim the dependent. If the families are unable to resolve the issue, the Authority will make the determination on the basis of such factors as who has legal custody, who claimed the child on the most recent income tax filing, and the percentage of time the child spends with each family.

Foster Care Placement Absences

Children that have been placed in foster care and are absent from the household will continue to be considered active family members. The Authority will verify the placement and the expected duration of placement with the presiding agency. If the agency indicates permanent removal from the household, the Authority will adjust the family composition and housing assistance payment accordingly.

Medical Absences

If a family member is confined to a hospital, nursing home, assisted living facility or rehabilitation facility on a permanent basis, that person will no longer be considered a family member and any income attributed to that member will not be counted.

The Authority will verify placement from the medical professional that made the placement and the facility of placement. If verification is not received, the person will not be considered permanently absent. The family may present additional information for the Authority to review that supports the permanent confinement.

Court-Ordered Absences

If a family member has been restricted from the home by a court order, the Authority will determine if the person will be temporarily absent or permanently absent. A copy of the court order must be provided to the Authority. If the order specifies a permanent restriction, or if the restriction exceeds 180 days, the member will no longer be considered a family member and any income attributed to that member will not be counted.

At the expiration of the restriction, if the family wishes the individual to return to the unit, the individual is subject to all eligibility and screening requirements according to Chapter 3 of this Administrative Plan.

6.7 **ANNUALIZING ANTICIPATED INCOME**

24 CFR 5.609(a)(2) states “All amounts, monetary or not, which: are **anticipated to be received** from a source outside the family during the twelve (12) month period following the admission or annual reexamination effective date.” The Authority is required to project the amount of income the family may receive in the coming twelve (12) months. Periodic wages will be converted to annual income amounts using the following guidelines:

- Multiply hourly wages by the number of hours worked per year (2080 hours for full-time employment with a 40 hours work week and no overtime).
- Multiply weekly wages by 52.
- Multiply bi-weekly wages (paid every other week) by 26.
- Multiply semi-monthly wages (paid twice a month) by 24.
- Multiply monthly wages by 12.

The Authority will use current circumstances, and may use historical circumstances in addition to current, to calculate anticipated annual income, unless verification forms indicate an imminent change (i.e.: verification indicates an increase in base wage on a future date within the coming twelve (12) month period; verification indicates work for a certain period of months, such as a school teacher, and history indicates a part time job during the off school months).

6.8 **KNOWN CHANGES IN INCOME**

If verification forms indicate an upcoming increase or decrease in income, annual income will be calculated by applying each income rate to the appropriate period. To illustrate this method suppose: A teacher works for the school from August to May and earns \$1,300 per month. During the summer she works a part time job and earns \$600 per month. The anticipated annual income will be calculated as:

$$\begin{aligned} & \$1,300 \times 10 \text{ months} = \$13,000 \\ & \$ 600 \times 2 \text{ months} = \$ 1,200+ \\ \text{Anticipated Annual Income} & = \$14,200 \end{aligned}$$

Using this method, an interim reexamination would not be conducted at the end of the school year, unless the part time job income differed. The family will be notified that annual income was calculated in this manner and that no interim reexamination will be conducted at the end of the school year.

If annual income is calculated with an upcoming increase in income, the family will be notified that annual income was calculated in this manner. If the family believes that this method will cause a hardship during the period prior to the increase becoming effective, they may present information demonstrating such hardship to the Authority. The Authority will recalculate annual

income using only the current circumstances and then will require an interim reexamination when the change actually occurs.

If verification forms or historical circumstances do not indicate any upcoming changes in income, the current income rate will be used to calculate anticipated annual income. An interim reexamination would be conducted if there were any change in the family income during the coming twelve (12) month period.

6.9 VERIFICATION OF INCOME – UPFRONT INCOME VERIFICATION

Upfront Income Verification is a type of third party verification. HUD has placed an increased responsibility on Housing Authorities to verify earned income and social security benefits. These two types of income are material components of income that HUD has determined to have high rates of underreporting by participants in the program.

HUD is strongly encouraging Housing Authorities to use Upfront Income Verification techniques during required reexaminations of family income (and initial application, if available).

Tuckahoe Housing Authority procedures for verification and calculation of annual income will include the use of Upfront Income Verification methods allowed by HUD.

Verification of Income is covered in entirety in Chapter 7 of this Admissions Plan.

6.10 DEDUCTIONS FROM ANNUAL INCOME

The following are mandatory deductions that will be made from the annual income calculation:

- A. \$480 for each dependent (Dependent is a family member who is under 18 years of age, a person with disabilities or a full-time student).
- B. \$400 for any elderly family or disabled family household (Elderly or Disabled family is a family in which the **head or spouse** is at least 62 years of age, **or** a person with disabilities. This is a household allowance, not a member allowance.)
- C. Un-reimbursed medical expenses of any elderly family or disabled family (if head or spouse is at least 62 **or** disabled). If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted (including children's expenses if the household is an elderly or disabled household).

Medical expenses are expenses anticipated to be incurred in the coming twelve (12) month period, which are not covered by an outside source (i.e.: insurance, Medicare, etc.). Allowable medical expenses include proof of payments for:

- Services of doctors and health care professionals
- Services of health care facilities
- Medical insurance premiums

- Prescription/non-prescription medicines (prescribed by a physician)
- Transportation to treatment (cab fare, bus fare, mileage)
- Dental expenses, eyeglasses, hearing aids, batteries
- Live-in or periodic medical assistance
- Monthly payments on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The allowance may include only the amount expected to be paid in the coming twelve (12) months.

The allowable medical expense is that portion of total medical expenses that **exceeds three (3) percent** of gross annual family income.

- D. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) 18 years or older to be employed.

This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus **exceeds three (3%) percent** of gross annual family income and may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

- E. Special Calculation for Households Eligible for Disability Assistance and Medical Expenses

If an elderly or disabled family has both medical expenses and disability assistance expenses, a special calculation is required to ensure that the family's three-percent share of these expenses is applied only once. Since the allowance for disability assistance expenses is limited by the amount earned by the person freed for work, the disability allowance must be calculated before the medical allowance is calculated.

- F. Reasonable childcare expenses for the care of children, including foster children, age 12 and younger may be deducted if all of the following are true:
- Necessary to enable a member of the family to be employed, look for employment or to further his or her education;
 - Is not reimbursed by any agency or individual outside the household; and
 - This deduction shall not exceed the amount of employment income that is included in annual income.

When more than one family member works, the lowest paid family member's income will be used in the calculation of childcare expense allowance.

The Authority will determine "reasonable" childcare costs. Consideration will be given to the type of care provided. Reasonable costs for in-home care may be significantly different than costs for day-care center care.

Childcare expenses for the care of a disabled family member over the age of 12 cannot be deducted as a childcare expense. This expense should be reported as Allowance for Disability Assistance Expenses.

6.11 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the resident shall bring the letter to the Authority office within thirty (30) days, or other HUD directed timeframe, of receipt by the resident.
- B. The Executive Director shall reconcile any difference between the amount reported by the resident, the amounts used by the Authority, and the amount listed in the HUD communication. This shall be done within fifteen (15) business days of receipt of notice from resident.
- C. After the reconciliation is complete, the Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the last five (5) days of the month. If the reconciliation is completed during the last five (5) days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Tuckahoe Housing Authority shall do one of the following:
 - 1. Immediately collect the back rent due to the agency; or
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency; or
 - 3. Terminate the lease and evict for failure to report income; or
 - 4. Terminate the lease, evict for failure to report income, and pursue collection of the back rent due to the agency, including referring the case to the proper authorities for prosecution.

6.12 COOPERATING WITH WELFARE AGENCIES

The Tuckahoe Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Tuckahoe Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

7.0 VERIFICATION

7.1 ACCEPTABLE METHODS OF INCOME VERIFICATION

The Tuckahoe Housing Authority will utilize the HUD recommended Levels of Verification to verify tenant reported, unreported and underreported income. As soon as the HUD Enterprise Income Verification system is available for use by all Authorities, the Tuckahoe Housing Authority will utilize it for all verifications in conjunction with Written Third Party verification. It is anticipated that the beginning information in EIV will be limited.

HUD has established the following methods for use in determining a family's Total Tenant Payment (TTP).

- Upfront Income Verification (UIV) (Highest level of third party verification): The verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Upfront income verification replaces, to a large extent, the third party verification process of contacting individual employers, or reviewing outdated income verification documents. However, third party verification may continue to be used to complement upfront income verification, for example, when the tenant disputes the data. It is not considered an automatic substitute for other third party verification, and may supplement other verification documentation, such as original, current tenant provided documents.

- Written 3rd Party Verification (Second highest level of third party verification – mandatory if upfront income verification is not available, or if UIV data differs substantially from tenant-reported information): This verification is independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents will be supplied directly to the independent source by the Authority and must be returned directly to the Authority by the independent source.
- Oral 3rd Party Verification (Medium level of third party verification – mandatory if written third party verification is not available): This verification is independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family, via telephone or in-person visit. The Authority staff will document the tenant file with the date and time of telephone call, the name of the person contacted the telephone number, and the confirmed verified information.

This method will only be used in the event that the independent source does not/will not respond to the Authority's faxed, mailed, or e-mailed requests for information within ten (10) business days of the original request.

- Document Review (Medium-Low level of third party verification): The Authority will review original documents, and make copies for the tenant file, provided by the tenant in support of their declaration of income during the income reexamination. This verification method is the least acceptable verification method and will only be used when third party verification cannot be obtained. The Authority will document all attempts for higher-level verification, including date, time and method, and results of such attempts.

7.2 EXCEPTIONS TO THIRD PARTY VERIFICATION REQUIREMENTS

In some situations, third party verification is not available for a variety of reasons. The Authority may have made numerous attempts to obtain the required verifications with no results, or the income source may not honor written or oral requests for income information, or the asset or expenses to be verified is an insignificant amount, or it may not be cost effective to obtain third party verification of assets and expenses, when the impact on total tenant payment is minimal. The Authority will fully document in the tenant file, all attempts to verify income, assets and expenses according to the hierarchy outlined in Section 7.1 above. This documentation will provide all reasons why third party verification was not available.

Exceptions to Third Party Verification Summary:

- Income
 - The Authority made at least two documented attempts (mail, fax, telephone call or e-mail) to obtain third party verification, with no response.
 - The income source does not have the capability to provide written or oral third party verification.
- Assets and Expenses
 - The Authority made at least two documented attempts to obtain third party verification, with no response; or
 - The asset or expense to be verified is an insignificant amount and would have minimum impact on the total tenant payment (TTP), and the Authority is able to verify the asset or expense through review of original documents provided by the tenant; or
 - It is not cost effective or reasonable to obtain third party verification assets and expenses.

The exception to third party verification can be found at 24 CFR 982.516(a)(2) which states, “The PHA must obtain and document in the family file third party verification of the following factors, or must document in the file why third party verification was not available.” HUD requires PHAs to provide adequate documentation for lack of third party verification of earned income. The Authority will not rely solely on information obtained from the tenant. The tenant file will be documented in detail in order to assure compliance with the requirement to obtain third party verification and assure explanation of reasons it was not.

orarily unavailable and the family needs more time, the Authority will allow an extension of no more than thirty (30) calendar days to submit the documentation, as long as the family has provided all other required documents. To obtain the extension, the family must certify that

prompt and diligent efforts will be undertaken to obtain the documentation.

7.3 TYPES OF VERIFICATION

Documentation used as part of the verification process may include:

- Checklists completed as part of the interview process signed by the applicant and interviewer that identify information that must be verified for each family;
- Verification forms or letters completed and signed by third parties and returned directly to THA;
- Reports of interviews between THA staff and verification sources;
- Letters to the THA from third party sources or copies of letters to the applicant or resident from the third party sources;
- Copies of documents provided by the applicant such as birth certificates, social security cards, drivers licenses or other proof of identity; and
- Notes of telephone or in-person conversations with reliable sources. Reports should indicate the date of the conversation, source of the information, name and job title of the individual contacted, and a written summary of the information received.

7.4 VERIFICATION OF MANDATORY DEDUCTIONS

- Family members (other than head or spouse) under age 18;
- Age, or disability of family head or spouse;
- Disability of family members other than head or spouse;
- Full time student status of family members; other than head or spouse;
- Child care costs;
- Disability assistance expenses (working families only);
- Unreimbursed medical costs (Elderly and Disabled Families only).

7.5 VERIFICATION OF FAMILY INFORMATION

Each applicant and tenant file must contain verification of the following information:

- Names, relationship to head, birth certificate, social security card, and citizenship or eligible immigrant status of all family members;
- Names, status in the household, birth certificate, social security card, and citizenship or eligible immigrant status of all family members of Live-in Aides and foster children;
- Disabilities;
- Amounts and sources of income of all family members;
- Net Family Assets;
- Deductions from income (for rent computation);
- Rent computation;
- Admission preferences (if any);
- Screening information (tenant history, credit history, home visit record, verification of criminal history); and
- HUD 50058 form.

7.6 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible immigrant status of each family member, regardless of age, must be determined. Verification of status must be obtained prior to admission. All new adult and child additions to the household also must have their status determined prior to admission to the household. Prior to being admitted, all citizens and nationals must be required to sign a declaration of Section 214 status under penalty of perjury. For a child, the declaration must be signed by an adult. All citizens are required to show proof of status by means of birth certificates, passports, and baptismal certificates or military ID. All eligible noncitizens are also required to sign a declaration of Section 214 status under penalty of perjury, and to provide the original Immigration and Naturalization Service documentation and show proof of age, if 62 years of age.

7.7 SUBMISSION OF DOCUMENTATION FOR ELIGIBILITY

- Income, assets and asset income;
- Divested assets;
- Family Composition;
- Social Security numbers;
- Citizenship or Eligible Immigration Status;
- Required criminal history review.

7.8 MISREPRESENTATION OF ANY INFORMATION RELATED TO ELIGIBILITY, AWARD OF PREFERENCE FOR ADMISSION, ALLOWANCES, FAMILY COMPOSITION OR RENT

If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a way that affects eligibility, preferences, applicant selection criteria qualification, allowances, or rent, the application must be rejected. This provision should not be applied to minor mistakes that produce no benefit to the applicant.

7.9 VERIFICATION OF SOCIAL SECURITY NUMBERS

Each family member who has a Social Security Number is required to disclose the original Social Security Card. This verification will be obtained prior to admission. New family members must provide this verification prior to being added to the lease.

If the original Social Security card is not available, we may accept letters from Social Security that establish and state the number. Additional documentation from other governmental agencies may also be accepted as verification such as a driver's license, military ID, or passport.

7.10 ***TIMING OF VERIFICATION***

Verification information will typically be dated within sixty (60) days of certification or reexamination. If the verification is older than sixty (60) days, the source may be contacted and

asked to provide updated information. The Authority will utilize the Department of Corrections and Clerk of the Courts websites for updating criminal background information.

When an interim reexamination is conducted, the Authority will verify and update only the information reported to have changed. However, the Authority reserves the right to verify and update all information related to current family circumstances and level of assistance.

7.11 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next annual reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next annual reexamination.

8.0 LEASING REQUIREMENTS

A public housing resident may occupy a public housing unit pursuant only to a lease that meets certain requirements. The public housing lease is a legal contract between the Tuckahoe Housing Authority and the resident. The lease establishes the Authority's obligations to the residents as well as the obligations of the resident to the Authority. Much of the lease is governed by HUD regulations in 24 CFR Part 966.

8.1 BEST USE OF AVAILABLE UNITS

Due to HUD Occupancy Standards the only situations in which the Authority will approve a family occupying a unit with more bedrooms than family members would be:

- As a reasonable accommodation to a person with a disability (e.g., a resident with a disability has large and bulky apparatus related to the disability in the apartment and an extra bedroom is the only location where it can reasonably be stored); or
- Because there is currently no demand for the unit size the family occupies (the family must agree that they will be required to transfer if a family of the appropriate size qualifies for housing); or
- A resident has a live-in aide who requires a bedroom.

For further explanation of transfers see Chapter 13 of this Admissions Plan.

8.2 OFFER OF A UNIT

When the Authority receives notice that a unit will become available, the Authority will contact the first family on the waiting list who has the highest position for this type of unit or development and, whose income category would help to meet the income-targeting goal.

The Authority will attempt to contact the family by telephone to make the unit offer and a letter will be sent via first class mail. The family will be given ten (10) business days from the date the letter was mailed to contact the Authority regarding the offer.

Upon family contact, the family will be offered the opportunity to view the unit. After viewing the unit, the family will have five (5) business days to accept or reject the unit. This offer, and the family's decision, must be documented in the tenant file. If the family rejects the offer of the unit, the Authority will send the family a letter documenting the offer and the rejection.

Only one offer will be made to a family at a time.

8.3 REJECTION OF UNIT

If the Authority did not skip over other families on the waiting list to reach a family, and the family rejects the unit without good cause, the family will forfeit their application's date and time, thus dropping them to the bottom of the waiting list. The date and time of application will be changed to the date and time the unit was rejected. The new date and time will be updated in the waiting list and reordered accordingly. A notice will be sent advising the family of their new

position on the waiting list. The family will be offered the right to an informal review of the decision to alter their application status.

If the Authority **did** skip over other families on the waiting list to reach a family, and the family rejects the unit without good cause, the family **will be dropped from the waiting list**.

If the family rejects the offered unit with good cause, they will not lose their place on the waiting list. There are two types of “Good cause” which would not drop an applicant to the bottom or off of the waiting list. The first example is when an applicant is willing to move but is unable to do so at the time of the unit offer (i.e. the applicant is in the hospital or is serving on a sequestered jury). The second type of good cause refusal occurs when an applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant’s race, color, national origin, etc. Examples include the following:

- The Unit is not ready for move in at the time of the offer of housing;
- Inaccessibility to source of employment, education, or job training, children’s day care or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates to the Authority satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- 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;
- The unit has lead-based paint and the family includes children under the age of six (6);
or
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

The offer of the rejected unit will be removed from the first family and an offer will be made to the next family on the list for this type of unit.

If the family rejects offers for three units without good cause, the family will be dropped from the waiting list.

8.4 ACCEPTANCE OF UNIT

The family will have five (5) business days after viewing a unit to notify the Authority of their intent to accept the unit offer.

All families (head of household and all other family members, 18 years and older) will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

8.5 MOVE-IN INSPECTION

Once the family has notified the Authority of their acceptance of the unit, the Authority will conduct a pre-occupancy or move-in inspection with the resident. The Authority will provide the resident a copy of the inspection checklist, including any conditions noted, and the equipment or appliances provided in the unit. This move-in inspection will be conducted using HUD's Uniform Physical Condition Standard (UPCS).

8.6 REVIEWING AND SIGNING THE LEASE

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance, or the business day after the day the unit becomes available, whichever is later.

The signing of the lease and the review of financial information will be conducted privately. The head of household and all family members 18 years and older will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Authority will retain the original executed lease in the tenant's file.

8.7 SECURITY DEPOSIT

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:

One month rent

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family at lease signing. Conversely, if the security deposit is less, the difference will be refunded to the family within fifteen (15) days of move out.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges. The security deposit will not be used to satisfy these charges since the family is transferring within public housing. If the charges are above the family's means to repay in a lump sum within thirty (30) days, the Authority will work

with the family to reach a repayment arrangement according to Chapter 15 of this Admissions Plan.

9.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

9.1 MINIMUM RENT

The Tuckahoe Housing Authority has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Authority will suspend the minimum rent beginning the month following the family's request until the Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature, and the family is not receiving any income assistance from any source.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for, or is waiting an eligibility determination for, a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
4. When a death has occurred in the family.

B. No hardship

If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship

If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship

If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals

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

9.2 UTILITIES

Resident Paid Utilities

Under a resident-paid utility system, residents pay the cost of designated utilities directly to the utility supplier. HUD regulations allow an allowance for utilities as part of the calculation of tenant rents. The lease states the utilities, services, and/or equipment that is supplied by the Authority without any additional cost, the utilities and appliances that will be paid or supplied by the resident, and the allowances for resident paid or supplied utilities and appliances.

In developments with resident-paid utilities, each resident receives a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied. This allowance is used in calculating tenant rent. The utility allowance will be subtracted from the family's Total Tenant Payment to determine the amount of Tenant Rent. The Tenant Rent is the amount the family owes each month to the Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

No applicant can be admitted to or transferred to a development with resident-paid utilities unless he or she can obtain utility service. When the applicant makes application for utility service in his or her name, he or she shall sign a third-party notification agreement so that the Authority will be notified if the resident fails to pay the utility bill.

It is the resident's obligation to retain utility service. Failure to maintain utility service is grounds for eviction.

Utility Allowances

The Tuckahoe Housing Authority has established a utility allowance for all tenant-paid utilities. The allowance is based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Authority reviews the actual consumption of tenant families, as well as, changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances are evaluated at least annually, as well as any time utility rate changes by 10% or more since the last revision to the allowances. The 10% is an accumulation of

change and therefore, can mean the allowances do not increase for several years.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Utility Reimbursement

When the Total Tenant Payment is less than the utility allowance, the Authority will pay a monthly utility reimbursement, equal to the difference between one month's total payment and the utility allowance, either to the resident or to the utility company on the resident's behalf.

9.3 FAMILY CHOICE

At admission and each year at annual reexamination, each family is given the choice of having their rent determined under the **Income Method** or the **Flat Rent** amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three (3) years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 1. The family's income has decreased loss or reduction of employment, or other assistance.
 2. The family's circumstances have changed increasing their expenses for childcare, medical costs, transportation, education, etc.
 3. Death in the family.
 4. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Authority will provide them with the following information at each annual recertification interview:
 1. The Authority's policies on switching types of rent in case of a financial hardship; and
 2. The dollar amount of tenant rent for the family under each option. If the family chose flat rent for the previous year, the Authority will provide the amount of income-based rent for the subsequent year only the year the Authority conducts

an income reexamination (every three (3) years as stated above), or if the family specifically requests it and submits updated income information.

9.4 THE INCOME METHOD

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The minimum rent of \$50.

9.5 THE FLAT RENT OPTION

The Tuckahoe Housing Authority has set a **Flat Rent** for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Authority determined the market value of the unit and set the rent at the market value. The amount of the **Flat Rent** will be reevaluated annually and adjustments applied. Affected families will be given a thirty (30)-calendar days notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Tuckahoe Housing Authority will post the Flat Rents at each of the developments and at the central office.

There is no utility allowance for families paying a flat rent.

9.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last

no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months.

The Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Authority will provide additional search periods up to the maximum time allowable (18 months).

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

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

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Tuckahoe Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

9.7 PAYING RENT

Rent and other charges are due and payable on the first day of the each month. All rents should be paid at the Authority office or placed in a rent box. Reasonable Accommodations of this requirement will be made upon request from persons with disabilities. As a safety measure, no cash shall be accepted as payment for rent or other charges.

If the rent is not paid by the fifth (5th) calendar day of the month, a Late Notice/Notice to Vacate will be issued to the tenant. If partial rent is paid, rent is considered unpaid. If a tenant incur a running balance, all rent payments are first applied to unpaid portion of the rent. For all unpaid rents and other charges/ balances paid after the fifth (5th) calendar day of the month, late fee of \$ 40.00 is charged to a tenant's account.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent plus an additional charge based on the current rate charged by the bank. The current bank fee will be posted in the Authority offices. No further personal checks will be accepted.

10.0 INSPECTIONS

It is the responsibility of the Tuckahoe Housing Authority to maintain the public housing development and dwelling units in decent, safe and sanitary condition. To comply with this requirement, the Authority will conduct periodic inspections. These inspections will be conducted using HUD's Uniform Physical Condition Standard (UPCS). Photographs may also be taken of units to provide further documentation of their condition.

The Authority will comply with applicable building codes, housing codes and HUD regulations governing rental-housing units.

10.1 MOVE-IN INSPECTIONS

Upon acceptance of a unit, an Authority employee, or authorized representative, and an adult member of the approved family will inspect the unit upon signing the lease, but prior to commencing occupancy. A written statement of the condition of the premises and all equipment provided with the unit will be completed. Both parties will sign the statement of unit condition. A copy of the signed inspection will be given to the family and the original will be retained in the tenant file.

Any deficiencies noted during the move-in inspection will be corrected within thirty (30) days of move-in. Applicants have the right to refuse a unit with serious defects and will be deemed to have "good cause" for the refusal. Serious defects are defects that affect the safety of the family (i.e. missing switch covers, broken glass, unlockable doors, etc.).

10.2 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Tuckahoe Housing Authority will give the tenant at least two (2) days written notice.

10.3 ANNUAL INSPECTIONS

An Authority employee, or authorized representative, inspect each public housing unit annually to ensure that the unit meets housing standards and HUD Uniform Physical Condition Standards (UPCS) as outlined in HUD regulations. Work orders will be submitted and completed to correct any deficiencies noted during the annual inspection. Residents will be charged for repair of any deficiencies deemed as a result of actions other than normal wear and tear.

10.4 PREVENTATIVE MAINTENANCE INSPECTIONS

Preventative Maintenance Inspections are generally conducted with the annual inspection. This inspection checks weatherization of the unit; the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks in plumbing systems and HVAC systems; and provides an opportunity to perform other minor servicing that extends the life of the unit and its equipment.

10.5 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or other officials to inspect a sample of the housing stock maintained by the Tuckahoe Housing Authority.

10.6 HOUSEKEEPING INSPECTIONS

Housekeeping Inspections are also conducted at the time of the annual reexamination, and at other times as deemed necessary. The Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition, and according to the terms of the lease.

10.7 EMERGENCY INSPECTIONS

If any employee, and/or representative, of the Tuckahoe Housing Authority has reason to believe that an emergency exists within a housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit. This action will immediately be reported to the Executive Director and documented in the tenant file.

10.8 MOVE-OUT INSPECTIONS

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

An employee, or authorized representative, of the Authority will inspect the premises and will complete a written statement of the condition of the premises, all equipment provided with the unit and any required repairs that are deemed to be the responsibility of the tenant. The resident's security deposit may be used to offset the cost of any damages to the unit owed to the Authority.

11.0 RECERTIFICATIONS

At least annually, the Tuckahoe Housing Authority will conduct a reexamination of family income and circumstances. Circumstances include the family's compliance with HUD and Authority rules on continued occupancy, as outlined in the lease, as tenants in good standing. The result of the reexamination determines (1) continued occupancy, (2) the rent the family will pay, and (3) whether the family is housed in the correct unit size.

11.1 GENERAL

The Authority will send a notification letter to the family advising them that it is time for their annual reexamination. The family is required to provide the Authority with accurate and current information on the following, as stipulated in the lease:

- Family composition;
- Age of family members;
- Annual income and sources of income of all family members;
- Deductions for computing adjusted income;
- Assets;
- Community service activities, including status of all family members over 18;
- Social Security numbers for any new family members; and
- Citizenship or eligible immigrant status of any new family members.

The notification letter will schedule an interview appointment. The letter also includes forms for the family to complete in preparation for the interview. These forms are based on the family's current rent method. The letter includes instructions for rescheduling the interview, if necessary. The letter requests families who may need to request reasonable accommodation due to a disability to contact the Authority to request an accommodation of their needs.

All adult family members, 18 and older, must attend the scheduled appointment in order to sign an application for continued occupancy and any other forms required by HUD. During the interview all employment, income, allowances, family composition, unit size, and community service status will be reviewed. The annual recertification appointment is the time the Authority will offer the family a choice between **Flat Rent and Income-based Rent**.

During the appointment, the Tuckahoe Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

11.2 MISSED APPOINTMENTS

If the family fails to respond to the letter or fails to attend the interview, a second letter will be sent by first class mail. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure to attend the second scheduled interview will result in the Tuckahoe Housing Authority taking eviction action against the family.

Any family that fails to complete the recertification process by the annual recertification date will be charged Market Rent effective on the annual recertification date.

11.3 FLAT RENTS

Families paying flat rents are required to recertify income only every three years, rather than annually, they are still required to participate in an Annual Reexamination in order to ensure that the unit size is still appropriate and Community Service requirements (if applicable) are met.

11.4 THE INCOME-BASED METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and any other information necessary to determine the family's share of rent. The family will sign the application for continued occupancy, HUD consent form, and other consent forms that will be used to verify the family current circumstances. Upon receipt of verification, the Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The minimum rent of \$50.00.

11.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

Upon completion of the reexamination, the new rent will generally be effective upon the anniversary date of the last reexamination, provided thirty (30) days notice of any rent increase is provided to the family.

If the rent determination is delayed due to a reason beyond the control of the family, any rent increase will be effective the first of the month after the month in which the family receives a thirty (30) day notice of the new amount (i.e. the family receives notice in July, increase will be effective September 1). If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the rent determination is delayed due to actions, or inactions, by the family then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

11.6 INTERIM REEXAMINATIONS

Interim rent adjustments are made as a result of changes in family income or changes in family composition between annual reexaminations. During an interim reexamination, only the information affected by the change being reported will be reviewed and verified.

Families are required to report any change in income or allowable expenses within ten (10) business days of the action.

Families **are** required to report the following non-income changes to the Authority within ten (10) business days of the action. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination:

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Any increase in income.
- D. Any decrease in expenses.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances.

Upon such request, the Authority will take timely action to verify and process the interim reexamination and recalculate the tenant rent.

Adding a Family Member

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request, in writing, that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form providing their income, assets, and all other information required of an applicant. The individual must provide proof of their Social Security number, if they have one, and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for new applicants.

The Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible, or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated to include the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 11.7 below.

Family Break-up

In circumstances of a family break-up, the Authority will make a determination of which family member will retain possession of the unit, taking into consideration the following factors:

1. Who is the initial applicant, and
2. The interest of minor children or of ill, elderly, or disabled family members, and
3. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Authority will make determinations on a case-by-case basis.

The Authority will issue a determination within ten (10) business days of the request for a determination. If the family disagrees with the Authority decision, the family member requesting the determination may request a hearing in compliance with the procedures outlined in Chapter 17 of this Admissions Plan.

11.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project anticipated income for the next twelve (12) months, including families that temporarily have no income (zero income renters) or have a temporary decrease in income, the Authority may schedule special reexaminations every thirty (30) days until the income stabilizes and an anticipated annual income can be determined.

11.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Requests for Interim and Special Reexaminations must be received and verified by the Authority by the 25th of each month in order to assure adequate time to complete the file review and recalculation.

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction, and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed. If the new rent is a reduction and the family caused the delay or did not report the change within ten (10) business days, the change will be effective the first of the month after the rent amount is determined.

If the new rent is an increase and the family failed to report the change within ten (10) business days or the family misrepresented facts, the effective date will be the first of the month after the event that occurred that caused the rent to increase (even if this means a retroactive increase). Failure to report accurate information is also grounds for initiating eviction proceedings in accordance the Authority's dwelling lease.

12.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE POLICY

12.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service, or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

Community Service is defined as “the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community.” Community Service is not employment and may not include political activities.

Community Service volunteer work 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 Authority residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Garden Center, Community cleanup programs, beautification programs, other youth or senior organizations;
- Work at the Authority to help improve physical conditions;
- Work at the Authority to help with children’s programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through resident organizations to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

12.2 EXEMPTIONS

The following resident adult family members are exempt from this requirement:

1. Family members who are 62 or older.
2. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
3. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
4. Family members engaged in work activity at lease thirty (30) hours per week.

5. Work activities include:
 - a) Unsubsidized employment;
 - b) Subsidized private-sector employment;
 - c) Subsidized public-sector employment;
 - d) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e) On-the-job-training;
 - f) Job-search and job-readiness assistance;
 - g) Community service programs;
 - h) Vocational educational training (not to exceed 12 months with respect to any individual);
 - i) Job-skills training directly related to employment;
 - j) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 - k) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 - l) The provision of childcare services to an individual who is participating in a community service program

- E. Family members who are exempt from work activity under Part A, Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other State welfare program, including the welfare-to-work program.

- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act (42 U.S.C. 601 *et seq.*); or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

12.3 NOTIFICATION OF THE REQUIREMENT

The Authority shall identify all adult family members who are over the age of 62 and/or have provided documentation verifying a disability. These persons will be identified as exempt from the community service requirement.

The Authority shall notify all remaining adult family members of the community service requirement, and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and prove exempt status. The Authority will verify such claims.

The notification will advise families that their community service obligation will begin at lease execution or upon the effective date of their first annual reexamination on or after October 31, 2003.

For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure

to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

12.4 VOLUNTEER OPPORTUNITIES

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

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Tuckahoe Housing Authority will coordinate with the City of Tuckahoe and other local governmental agencies, social service agencies, local schools and church organizations in identifying a list of volunteer community service positions.

12.5 THE PROCESS

At lease execution and each annual reexamination thereafter, the Tuckahoe Housing Authority will do the following:

- A. Provide information about obtaining suitable volunteer positions.
- B. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work. The forms are to be returned to the Housing Authority office on the first of each month, during the time that rent payments are due.
- C. Thirty (30) days before the family's next lease anniversary date, the file will be examined to assure whether each applicable adult family member is in compliance with the community service requirement.

12.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Authority will notify any family member found to be in non-compliance of the following:

- A. The family member(s) has been determined to be in non-compliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed and the entire family will be terminated.

12.7 OPPORTUNITY FOR CURE

At least thirty (30) days prior to the annual reexamination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members. If the Authority finds a family member to be noncompliant, the Authority will offer the family member(s) and the head of household, the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or perform community service for any hours needed to comply with the unmet requirement of the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall, at the same time, stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

If any non-compliant family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Tuckahoe Housing Authority will not renew the lease. The family may use the Authority's grievance procedure to protest the lease termination.

12.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Tuckahoe Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

13.0 UNIT TRANSFERS

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.

13.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To eliminate vacancy loss and other expenses due to unnecessary transfers.

13.2 CATEGORIES OF TRANSFERS

Category A: Emergency transfers. These transfers are **mandatory** when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the life threatening health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

These transfers shall take priority over new admissions.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature, to enable demolition, disposition, revitalization or rehabilitation work to proceed, or to correct occupancy standards of under-housed families (where the family size is so large that the household members over the age of 4 would cause more than 2 persons per bedroom).

These transfers shall take priority over new admissions.

Category C: Regular administrative transfers. These transfers are made to correct occupancy standards of over-housed families (where the family size is so small that there are fewer household members than the number of bedrooms); allow for non-life threatening, but medically advisable moves, address situations that interfere with peaceful enjoyment of the premises, and other transfers approved by the Authority when a transfer is the only or best way of solving a serious problem.

These transfers will not take priority over new admissions. They will be processed at a rate of one (1) transfer to five (5) new admissions. (This ratio may be adjusted at the discretion of the Executive Director due to current vacancy rates).

13.3 DOCUMENTATION

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

When the transfer is at the request of the Authority, the Authority will fully document the tenant file, including verification of the need, notification to the family and any family response.

In either situation, the tenant file will contain complete and detailed documentation of the need/request for transfer, proof of the need/request, explanation of approval or denial, and any contact with the family during the process.

13.4 ELIGIBILITY FOR TRANSFERS

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Tuckahoe Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Authority, and must pass a housekeeping inspection.

In all cases of resident-requested transfers families must meet the following eligibility criteria in order for the request to be considered:

- A. Have been a tenant for one (1) year;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- D. The family is current in the payment of all charges owed to the Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, or by threatening the health or safety of tenants or Authority staff;

13.5 PROCESSING TRANSFERS

Tenants requesting a transfer will be placed on the transfer waiting list when the Authority approves the transfer and will be sorted by the above categories and, by date and time within each category.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one (1) transfer for every five (5) admissions.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

13.6 REFUSAL OF TRANSFER UNIT

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

- A. If the family rejects a unit with good cause, they will not lose their place on the transfer waiting list. See Chapter 8, Section 8.3 for definition of Good Cause.
- B. If the transfer is being made at the request of the Authority and the family rejects an offer without good cause, the Authority will take action to terminate their tenancy.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one unit offer. After turning down a second unit offer without good cause, the family's name will be removed from the transfer list and the family will remain in the current unit.

13.7 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Tuckahoe Housing Authority when the transfer is needed in order to carry out rehabilitation activities.

13.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Authority may request a meeting with the tenant to gain a better understanding of the need for transfer, and to explore possible alternatives. The Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

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

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

If the transfer is denied, the denial letter will advise the family of their right to use the Authority's grievance procedure to protest the transfer denial.

13.9 INSPECTIONS

Inspections will be conducted pursuant to Chapter 10 of this Plan. A move out inspection will be conducted with the family in the unit they are leaving, and a move in inspection will be conducted with the family in the unit they are moving to. If there are anticipated costs resulting from the move out inspection the THA may require the tenant to escrow the estimated repair/cleaning costs prior to being transferred to another unit.

13.10 RIGHT OF THE TUCKAHOE HOUSING AUTHORITY IN TRANSFER POLICY

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

14.A PET POLICY

14.1 EXCLUSIONS

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

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals, also referred to as "service animals", "assistive animals", "support animals", or "therapy animals", perform many disability-related functions, including but not limited to:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; or
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal. The Authority will verify that the person requesting an assistance animal is a person with a disability and that the animal is needed to assist with the disability. The Authority will not require information about the nature or severity of the disability.

14.2 APPROVAL

Residents must obtain prior approval of the Authority before moving a pet into their unit. Residents must request approval by fully completing the Authorization for Pet Ownership Form. Upon submission of the completed request, the Authority will review the request. Residents must provide the Authority a picture of any cat or dog, with the Authorization form, so that it can be identified if it is running loose. The Authority may request to see a pet before final approval. A licensed veterinarian may be required to verify, in writing, the expected adult size of a dog.

14.3 TYPES AND NUMBER OF PETS

The Authority will allow only common household pets. Common household pets are domestic animals such as a dog, cat, bird, rodent (including a rabbit), and fish in aquariums or a turtle. The

type of pet is also limited by the City of Tuckahoe Code of Ordinance relating to animals kept as pets within the City.

Common household pets do not include reptiles (except turtles).

Per apartment unit, tenants shall be permitted to keep only one (1) dog (which when fully matured, shall not exceed 25 pounds in weight or 18 inches in height) or one (1) cat.

Dogs and cats must be spayed or neutered, and cats must be declawed (front feet) with a Veterinarian report supplied verifying the operation. No pets shall be kept or raised for commercial purposes.

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

14.4 INOCULATIONS

All pets must be registered with the Authority prior to being brought on the premises. Pets must have all City and County Licenses and vaccinations and inoculations. These must be renewed annually and a copy provided for the resident's file.

14.5 PET DEPOSIT

A pet deposit of \$200 is required at the time of registering a dog or cat. This amount shall be periodically revised by the Authority, if necessary, but shall not exceed \$300. The Pet Deposit must be paid prior to a pet being brought into the unit. If a pet is brought into the unit prior to the Pet Deposit being paid in full, the tenant may be subject to eviction. A non-refundable pet fee of \$50.00 shall be payable annually. Cost of damage done by a pet to an apartment in excess of the pet deposit shall be borne by the resident.

14.6 FINANCIAL OBLIGATION/EMERGENCY CARE OF ANIMALS

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

Residents must maintain their pet responsibly, and in accordance with applicable State and local public health, animal control, animal anti-cruelty laws and regulations, and with the policies established by the Tuckahoe Housing Authority.

Pet Owners must supply the Authority office an Authorization for Pet Ownership, with the names of at least two people who will be willing to assume immediate responsibility for the pet in the case of an emergency. In cases of emergency where the Authority, despite its best efforts, is unable to reach one of the designated persons, pet owners agree to allow the Authority to have the pet removed by City Animal Control or other public or quasi-public authority to a veterinarian of the Authority's choice. All fees and costs shall be borne by the Pet Owner.

In such cases of emergency, the pet owner, their agent, estate, or family member, must, within five (5) days, make arrangements with the holder of said pet, as to its disposition and shall be responsible for all obligations, financial or other, for actions taken on behalf of the Pet Owner for the well being of the pet.

Any resident who owns, or keeps, a pet in their dwelling unit shall be responsible for any damage caused by the Pet. This includes any public area or other Authority owned space and grounds.

All apartments having pets that attract fleas must be sprayed, on a routine basis, at the expense of the Pet Owner. The Pet Owner must provide proof that the unit has been sprayed.

14.7 DESIGNATION OF PET AREAS

Residents shall keep their pet inside their apartment at all times, except as necessary to take the pet out. When outside their apartment, residents shall keep their pet on a short lease (dog or cat) or in an appropriate container. Dogs or cats will not be permitted to roam unrestrained on the property and may not be tied or chained outside or in common areas. The pet shall be accompanied by, and under control of, the resident at all times. Barking will not be tolerated, as it is considered to be a nuisance to other residents.

Residents must clean up after their pets in their apartment. Residents must properly dispose of waste. Proper disposal of cat litter (secured and bagged) must be done on a frequent basis. Odors arising from cat litter will not be tolerated. Birds must be properly caged and the cage shielded to prevent litter accumulation and/or damage to the floors. Aquariums must not leak and must be cleaned regularly to prevent foul water and/or odors.

Pet owners shall be responsible for immediate clean up after exercising their dog anywhere on the property.

14.8 PET VIOLATION NOTICE/ NUISANCE OR THREAT TO HEALTH OR SAFETY

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

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

Pets, who make noise continuously and/or incessantly for a period of ten (10) minutes, or intermittently for a half hour or more, to the disturbance of any person, at any time of day or night, shall be considered a nuisance.

Management will send a 7-day pet violation notice to the pet owner for the following conditions:

- A. If a pet becomes annoying, bothersome, or in any way a nuisance to other Residents, or to the operations of the development
- B. If a pet becomes a safety, welfare, or health hazard to the pet owner, other residents, management, a contractor, or Law Enforcement Officer.

14.9 VISITING PETS

At the discretion of the Tuckahoe Housing Authority.

14.10 REMOVAL OF PETS

The Tuckahoe Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the property, or of other persons in the community where the property is located.

In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Authority has the right to call the emergency caretaker(s) designated by the resident, or the Animal Control Officer, to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the Pet Owner.

14.11 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 8 hours. If the pet is left unattended, and no arrangements have been made for its care, the Authority will have the right to enter the premises and arrange for the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning a cat shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Authority employees, agents of the Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms etc.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within seven (7) business days of written notice from the Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Authority's grievance procedure shall be applicable to all individual grievances or disputes arising out of violations, or alleged violations, of this policy.

14.12 DEFINITIONS

Pet – A pet is defined as a domesticated animal, such as a dog or cat, bird, fish, which is traditionally kept in the home for pleasure, rather than for commercial purposes. Dangerous animals and reptiles (except turtles) are excluded from definition and are not permitted.

Pet Owner – A person who has obtained legal possession and prior approval to own a pet (per above definition).

14.13 LIABILITY

Heads of household shall be responsible for their pets. Pet owners are liable for any damages by their pet to Tuckahoe Housing Authority property inside or outside of their apartment.

14.14 LICENSURE AND TAGS

Every dog and cat must wear the appropriate local animal license, valid rabies tag, and a tag bearing the owner's name, address, and phone number. All license and tags must be current. A copy of the license must be provided to management for the resident's file. Immunization records and pet license tags are to be recertified at the time of the pet owner's recertification of resident eligibility.

14.15 REGISTRATION

Every dog and cat must be registered with the management upon admission and thereafter annually on the anniversary of the date of admission. Registration of dogs and cats requires proof of current dog or cat licensure, including up-to-date proof of inoculations. Cats must have current inoculations, as appropriate to the species including, but not limited to, feline distemper shots. Dogs shall have certificates of appropriate inoculations for heartworm, parvo and rabies. Such tests, vaccines, or shots shall be maintained on an annual basis, unless otherwise specified by a veterinarian.

A verification letter that a cat or dog has been spayed or neutered is required prior to admission. All cats should be declawed prior to occupancy. Female dogs and cats over six (6) months must be spayed and males over eight (8) months must be neutered, unless a letter is received from a licensed veterinarian giving medical reason why such action is detrimental to the pet's health. Evidence of a flea control program and certification of an alternate caretaker are also required as discussed elsewhere in this policy.

14.16 FLEA CONTROL

Upon admission of a pet the pet owner shall file with management proof that a flea control program acceptable to management will be maintained for a fur-bearing pet. Flea control must be maintained and demonstrated at all times.

14.17 SANITATION

Dogs and cats are required to be "house-broken". Cats must be litter box-trained and dogs must be able to exercise outside the apartment. Management may designate a space or spaces to be

used exclusively for the immediate clean up of feces after the exercise of the dog. Cat owners shall bag “kitty litter”, tie securely, and drop in covered trash receptacles. All dog litter shall be similarly disposed of.

14.18 NOISE

No pet may make noise that disrupts other residents. Barking and/or whining dogs, crying or “caterwauling” cats will not be considered acceptable pets.

14.19 LOCAL ORDINANCES

A pet owner is in violation of the City ordinance on animal control when his/her animal causes objectionable noises, destroys or damages the property of others. All dogs and cats shall be physically confined to their owner’s premises unless on a leash and in the control of their owners.

14.20 PET BEHAVIOR

No pet that bites, attacks, or demonstrates other aggressive behavior toward humans may be kept in any Housing Authority properties.

14.21 SICK OR INJURED ANIMALS

No sick or injured pet will be acceptable for occupancy without consultation and written acknowledgement of a veterinarian as to the condition of the pet’s ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of the management. Admitted pets which suffer illnesses or injury must be immediately taken for veterinarian care at the resident pet owner’s expense.

14.22 RULE ENFORCEMENT

In the event of a pet rule violation the pet owner will have ten (10) days from date of service of the notice to correct the violation, to remove the pet, or to make a written request for a meeting to discuss said violations, but not to exceed 15 days from effective date of service of the notice. The pet owner is entitled to be accompanied by another person of his/her choice. Failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in termination of tenancy.

The pet owner may be required to remove the pet from the premises and provide management with a signed affidavit stating the dog or cat is no longer on the premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident. Management exercises the right to act immediately in insisting an offending pet be removed forthwith in situations deemed to be of any emergency nature. In such instances management will act as specified in the section on “Alternate Caretaker” in removing a sick, diseased, injured and/or aggressive animal.

14.23 NO VISITING ANIMALS ALLOWED

These rules pertain only to residents and resident pet owners. No visiting pets are allowed on any Housing Authority properties.

14.24 COURTESY

The Tuckahoe Housing Authority recognizes that pets can be therapeutic for those who enjoy, own, and care for them. However, pets can be threatening to others who, for whatever reason, are fearful or allergic to animals. Any approved pet owner is expected to exercise common courtesy to residents and staff in dealing with a pet.

14.25 MANAGEMENT'S DETERMINATION FORM

The resident applying to allow a pet on the premises will be required to complete the Management's Determination Form. This form will be used to determine whether the pet should be admitted onto the property. Management reserves the right to prohibit the admission of any pet in cases where it determines the pet or pet owner will not be able to meet the requirements of these pet rules.

15.0 REPAYMENT AGREEMENTS

This chapter describes the Tuckahoe Housing Authority's policies for the recovery of monies which are owed to the Authority for unreported income, fraud recovery, maintenance charges, security deposits or any other amounts relating to a tenant's occupancy in an Authority unit.

A Repayment Agreement is a document entered into between the Authority and a tenant who owes a debt to the Authority. 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 Authority if the tenant defaults on the agreement.

When a resident owes the Authority back charges and is unable to pay the balance by the due date, the resident may request that the Authority allow them to enter into a Repayment Agreement. The Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements will provide that the tenant must pay twenty-five percent (25%) down at report signing and the balance is paid in full within a period not to exceed twelve (12) months. All Repayment Agreements will be in writing and signed by the tenant and an Authority representative.

Failure to comply with the terms of the Repayment Agreement may subject the tenant to eviction procedures in accordance with the terms of the lease.

15.1 COLLECTION TOOLS

When families owe money to the Authority, the Authority will make every effort to collect it. The Authority will use a variety of collection tools to recover the debt including, but not limited to:

- Requests for Lump Sum payments
- Payment Agreements
- Collection Agencies
- Credit Bureaus
- Income Tax Offset programs

16.0 TERMINATION

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.

16.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a thirty (30)-calendar day, written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

16.2 TERMINATION BY THE AUTHORITY

The Tuckahoe Housing Authority has implemented the Community Service requirements as mandated by the Quality Housing and Work Responsibility Act of 1998. Pursuant to the regulations governing Community Service requirements, the Authority will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments; late payment shall be defined as failure to pay the amount of rent or other charges due by the fifth calendar day of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Failure to allow routine or non-routine extermination treatment of the unit;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

- J. Any violent activity, criminal activity, or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Tuckahoe Housing Authority;
- K. Any threatening or violent activity towards THA employees or THA Board members;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

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

16.3 LEASE TERMINATIONS – VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting the victimized lawful occupants.

The Authority may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and disused to address the distribution or possession of property among household members where the family "breaks up".

There is no limitation on the ability of the Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on the Authority evicting if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) tenancy is not terminated.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The Authority may require certification by the victim of victim status on such forms as the Authority and/or HUD shall prescribe or approve.

16.4 ABANDONMENT

The Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit. In the absence of actual knowledge of abandonment, it shall be presumed that the Resident has abandoned the dwelling unit if the Resident is absent from the dwelling for a period of fifteen (15) days, the rent is not current, and the Resident has not notified the Authority in writing, in advance, of an intended absence.

In accordance with chapter 83, Section 67(3), Florida Statutes, as may be amended, if the resident abandons or surrenders the dwelling unit to the Tuckahoe Housing Authority and fails to remove all personal property from the dwelling unit, and from other areas of Tuckahoe Housing Authority's property, the Authority shall not be liable, or responsible, for the storage, or disposition of any personal property of the Resident's, members of Resident's household, nor others claiming ownership of personal property through the Resident.

When a unit has been abandoned, an Tuckahoe Housing Authority representative may enter the unit and remove any abandoned property.

16.5 NOTICE REQUIREMENTS

Notice of Lease Termination will be provided to the tenant in writing and will include the grounds for the termination, effective date of termination and the tenant's right to make a reply within five (5) days as per the lease. The notice will also inform the tenant of the right to examine Authority documents directly relevant to the termination or eviction.

The notice will include a statement describing the right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

The notice will also advise the tenant of his/her right to request a hearing in accordance with the Authority's Grievance Procedure as provided in Chapter 17 of this Admissions Plan. Certain actions are not eligible for the Grievance Procedure, specifically, any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Authority employees; and any violent or drug-related criminal activity on or off such premises and any criminal activity that results in felony conviction of a household member. (24 CFR 966.51)

When the Authority is not required to afford the tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning the lease termination as stated above, the Authority will not include a statement of Grievance Procedure. Instead, the notice will state that the tenant is not entitled to a grievance hearing on the termination and specify the judicial eviction procedure to be used by the Authority for eviction of the tenant. A statement that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice will state whether the eviction is for a criminal activity according to HUD regulation 966.51(a)(2)(i)(A) or for a drug-related criminal activity according to HUD regulation 966.51(a)(2)(i)(B).

When the Authority evicts a tenant for criminal activity, the Authority will notify the local post office serving the dwelling unit that the tenant and family are no longer residing in the unit pursuant to HUD regulation 966.4(l)(5)(iii)(B).

Notices of lease termination may be served personally or posted on the apartment door. Service will be fully documented in the tenant file and will include if the notice was personally delivered, posted on the door, date and time of delivery, and Authority staff member who performed the delivery. Any further contact with the tenant will be documented including dates, names of participants and conclusions.

16.6 RETURN OF SECURITY DEPOSIT

After a family moves out, the Authority will return the security deposit not required to restore the rental unit to the same condition as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid.

16.7 MOVE OUT CHARGES

If move out charges are incurred due to non-compliance with move out procedures and the security deposit does not cover all charges, the tenant will be notified by certified mail of the amount due and owing. If the charges are not paid to the Authority within thirty (30) days of the date of the notice, the amount owed may be submitted to a collection agency for collection and reporting to the credit bureaus.

17.0 GRIEVANCE PROCEDURE

The Grievance Procedure is an administrative method prescribed by HUD to deal with resident complaints. Regulatory requirements are set forth in 24 CFR, 966.50-57. The Grievance Procedure is part of the Authority's lease, by reference.

17.1 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

17.2 DEFINITIONS

"Grievance" shall mean any dispute which a resident may have with respect to the Authority's 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. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises; or any activity resulting in a felony conviction. Nor shall this process apply to disputes between residents not involving the Tuckahoe Housing Authority or to class grievances.

"Complainant" shall mean any resident whose grievance is presented to the Authority or at the development management office in accordance with sections 17.3 and 17.4 of this Chapter.

"Elements of Due Process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant 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 tenant may have; and
- A decision on the merits of the case.

"Hearing Officer" is a person selected in accordance with section 17.4.2 of this Chapter to hear grievances and render a decision with respect thereto.

"Resident" shall mean the adult person (or persons), other than a live-in aide, who:

- Resides in the unit and who executed the lease with the Authority as lessee of the premises, or if no such person now resides in the premises,
- Resides in the unit and who is the remaining head of household of the resident family residing in the unit.

"Resident Organization" includes a resident management corporation.

“Promptly” (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from the Authority of a proposed action, which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

17.3 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented in writing to the Authority office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority’s resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

17.4 PROCEDURES TO OBTAIN A HEARING

17.4.1 REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 17.3 above. The written request shall specify:

- The reasons for the grievance; and
- The action or relief sought.

17.4.2 SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by an impartial person appointed by the Authority other than a person who made or approved the action under review or a subordinate of such person.

17.4.3 FAILURE TO REQUEST A HEARING

If the resident does not request a hearing in accordance with this section, then the Authority’s disposition of the grievance under section 17.3 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Authority’s action in disposing of the complaint in an appropriate judicial proceeding.

17.4.4 HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 17.3 as a condition precedent to a hearing under this section. However, if the resident can show good cause why there was failure to proceed in accordance with section 17.3 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

17.4.5 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Authority claims is due, the resident shall pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.

17.4.6 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section, the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

17.5 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Authority does not make the document available for examination upon request by the resident, the Authority may not rely on such document at the grievance hearing.
- The right to be represented by counsel, or other person chosen as the resident's representative, and to have such person make statements on the resident's behalf.
- The right to a private hearing, unless the resident requests a public hearing.
- The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Authority or development management relies; and
- A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determines that the missing party has waived their right to a hearing. Both the Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- The Tuckahoe Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

17.6 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) days of receipt of the INS appeal decision.

17.7 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Authority. The Authority shall retain a copy of the decision in the resident's file. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- The grievance does not concern Authority action or failure to act in accordance with or involving the resident's lease of Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the US Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

GLOSSARY

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

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

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, altered, or adapted can be approached, entered and used by individuals with physical disabilities. 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 and 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

Accessible Facility: All or any portion of a facility *other than an individual dwelling unit* used by individuals with physical disabilities. (24 CFR 8.21)

Accessible Route: For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. (24 CFR 8.3 & 40.3.5)

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. (24 CFR 8.3 & 40.3.5)

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

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

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children less than 13 years of age. Other allowance can be given at the discretion of the housing authority.

Alteration: Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. (24 CFR 8.3 & 8.23(b))

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

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

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

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

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

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

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

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

Assistance applicant: A family or individual that seeks admission to the public housing program.

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 or activities. (24 CFR 8.3)

Care Attendant: A person that regularly visits the unit of an Authority resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by the Authority, must demonstrate separate residence)_and do not live in the public housing unit. Care attendants have no rights of tenancy.

Ceiling Rent: Maximum rent allowed for some units in public housing developments, subject to phase-out as a result of flat rent option requirement.

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

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

Child Care 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 and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

Co-Head of Household: A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.

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

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

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare 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 such assistance.

Covered Person: For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

Criminal Activity: Activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, persons residing in the immediate vicinity, owner, property management staff, or persons performing a contract administration function, including Authority staff, contractor, subcontractor or agent.

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

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

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

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

Designated Family: The category of family for whom the Authority elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)

Designated Housing/Designated Project: A project, or portion of a project designated for elderly only or for disabled families only in accordance with PL 96-106.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided

that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

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

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

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Divestiture Income: Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR 5.603) in this section.)

Drug: A controlled substance as defined in the Controlled Substances Act. (24 CFR 5.100)

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

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

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

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

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that

HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

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

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

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority and set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Full-Time Student: A person who is attending school or vocational training on a full-time basis. The determination for full-time status will be determined based on the school's definition of full-time status. Typically, full-time status consists of twelve (12) or more credit hours per semester/quarter.

Guest: For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

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

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

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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

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

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

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

Individual with Disabilities: Section 504 definition (24 CFR 8.3)

Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

- A physical, mental or emotional impairment that:
 - Substantially limits one or more major life activities;
 - Has a record of such an impairment;
 - Or is regarded as having such an impairment.
- For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- Definitional elements:
 - "Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy,

autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

- “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- “Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- “Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
- Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.
- NOTE: A person would be covered under the first item if the Authority refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of the Authority’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.
- The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: these characteristics do not disqualify an otherwise disabled applicant/resident from being covered.
- The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

Interim Reexamination: A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

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

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

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

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to,

prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Medical Expense Allowance: For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (24 CFR 5.603)

Minor: A minor is a person less than 18 years of age. AN unborn child will not be considered a minor. (See definition of Dependent) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

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

Mixed Population Development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

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. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Near-Elderly Person: A person who is at least 50 years of age, but below 62, who may be a person with a disability. (42 USC 1437a(b)(3))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

Other Person Under the Tenant's Control: The person, although not staying as a guest in the unit is, or was, at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the pizza delivery person).

Participant: A family or individual that is assisted by the public housing program.

Person with Disabilities: (42 USC 1437a(b)(3)) A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423); or
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his or her ability to live independently; and
 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in Section 102(5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(5)).

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

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Premises: The building or complex or development in which the public housing dwelling is located, including common area and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Project: Section 504 – means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. (24 CFR 8.3)

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

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

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

Qualified Individual with Disabilities: Section 504 – means individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the Authority can demonstrate would result in a fundamental alteration in its nature. “Essential eligibility requirements” include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the Authority.

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

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

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

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. 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.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. At the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. Because a family member has not complied with other welfare agency requirements.

Spouse: Spouse means the husband or wife of the head of the household.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

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

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

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other

essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

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

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act that is the higher of:
 - a. 30% of the family's monthly-adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
 - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Uniform Federal Accessibility Standards: Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross-reference to UFAS in 504 regulations, 24 CFR 8.32(a).

Utilities: Utilities means water, electricity, gas other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service is not included as a utility. (24 CFR 990.102)

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of

such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

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

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity: Any 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.

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

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

Working Family: A family whose head, spouse, or sole member is employed.

ACRONYMS

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