

**ADMISSIONS AND OCCUPANCY POLICY AND
MANAGEMENT PLAN FOR THE
ENGLEWOOD HOUSING AUTHORITY**

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ADMISSIONS AND CONTINUED OCCUPANCY AND MANAGEMENT PLAN POLICY

The purpose of this document is to explain the policies, rules and procedures of the Englewood Housing Authority as they relate to the admission and continued occupancy of residents in public housing and in the Simon Center building (collectively referred to as “project-based assisted housing programs). Each program has overlap and yet has unique features. Nothing in the policy will be interpreted to provide additional or reduces the rights, policies or procedures included or excluded under the specific program, Public Housing will be administered in accordance with the Public Housing Occupancy Guidebook and Simon Center shall be administered in accordance with the Multifamily Handbook 4350.3 Rev-1. It will also state the rules and procedures employed to calculate rent. It is the policy of the Englewood Housing Authority to fulfill the stipulations expressed in the U.S. Housing Act of 1937 and all subsequent amendments thereto as enacted by the Housing and Community Development Acts in the operation of all low-income public housing and multifamily under its administration, as well as those stipulations expressed in the Quality Housing and Work Responsibility Act of 1998, so as to accomplish its commitment to provide decent, safe and sanitary housing to eligible applicants and residents in occupancy. It is pursuant to this goal that the Authority establishes the following criteria pertinent to eligibility for admission to its low-income housing developments under its jurisdiction, as well as rules and regulations to determine the calculation of rents. Notwithstanding the above, changes in applicable federal law or regulations as per 24 CFRs shall supersede provisions in conflict with this policy.

This Admissions and Continued Occupancy Policy and Management Plan defines the Englewood Housing Authority's policies for the operation for the Public Housing Program and Section 8 New Construction Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING AND AFFIRMATIVE MARKETING

1.1 Fair Housing

It is the policy of the Englewood 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. It is the policy of the EHA that the Affirmative Fair Housing and Marketing Plan (AFHMP) for the Section 8 New Construction will be updated every 5 years.

In an effort to provide a decent home and suitable living environment which fosters economic and social mobility in the tenant body as a whole, the Englewood Housing Authority hereby adopts policies and procedures which embody standards and criteria for tenant selection that take into consideration the needs of individual families and low-

income housing, as well as the statutory purpose in developing and operating socially and financially sound low-income housing developments.

These policies and procedures have been designed in such a way as to not deny admission to any particular group or category of otherwise eligible applicants. They assure the objective and reasonable selection among eligible applicants and are consistent with the Englewood Housing Authority's responsibilities as a public body. These policies comply with state, local and federal laws and regulations as well as the provisions of the Annual Contributions Contract governing the flow of funds between HUD and the housing authority.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Englewood Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Englewood Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Englewood Housing Authority office. In addition, housing information and advertisements issued by the Authority will, when practicable, contain the appropriate Equal Opportunity language and logo.

The Englewood Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of available appropriate housing discrimination forms. The Englewood 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.

NONDISCRIMINATION

It is the policy of EHA to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, state and local Fair Housing laws, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

Englewood Housing Authority (EHA) will comply with all laws and court orders relating to civil rights, including but not limited to for the specific program under:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) and 24 CFR Part 1
- Fair Housing Act (42 U.S.C. §§3601-3631) and 24 CFR Parts 100, 108, and 110

- Executive Order 11063 on equal opportunity in housing and 24 CFR Part 107
- Executive Order 13166 on improving access to services for persons with limited English proficiency
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and 24 CFR Part 8
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107) and 24 CFR Part 146
- Title II of the Americans with Disabilities Act (42 U.S.C. §§12131-12134), 28 CFR 35
- 24 CFR 200.600 Affirmative Fair Marketing Regulations
- 24 CFR 880.612a, 881.601, 883.701, 884.223a, 886.329a (Allows preferences for occupancy by elderly families in certain Section 8 developments)
- 42 U.S.C. 13641 Title VI, Subtitle D of Housing and Community Development Act of 1992
- Uniform Federal Accessibility Standards (UFAS), effective July 11, 1988; and
- All applicable state and local laws and ordinances

EHA shall not discriminate because of race, color, sex, religion, familial status, disability, sexual orientation, gender identity or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

EHA shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, sexual orientation, gender identity or national origin:

1. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
2. Provide housing that is different than that provided others.
3. Subject a person to segregation or disparate treatment, even if by floor or wing.
4. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
5. Treat a person differently in determining eligibility or other requirements for admission, or lease.
6. Deny a person access to the same level of services.

7. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.
8. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons.
9. Discriminate in the provision of brokerage services or in residential real estate transactions.
10. Discriminate against someone because of that person's relation to or association with another individual.
11. Retaliate against threaten, or act in any manner to intimidate someone because he or she exercised rights under the Fair Housing Act.

EHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g. families with children born to unmarried parents or elderly pet owners). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

EHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, EHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

EHA records with respect to applicants for admission shall indicate for each application the date of receipt, the determination of eligibility or non-eligibility, the preference rating if any, and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

EHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, EHA will make structural modifications to its housing and non-housing facilities (required, 24 CFR §§8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (required, 24 CFR §100.204) to permit people with disabilities to take full advantage of EHA's programs and services.

- 1) In making existing housing programs (see 24 CFR §8.24) or alterations to existing facilities (see 24 CFR §8.23(b)) to be readily accessible to and usable by individuals with handicaps, EHA is not required to:
 - (a) Make each of its existing facilities accessible (24 CFR §8.24(a)(1)), or make structural changes when other methods can be demonstrated to achieve the same effect; (24 CFR §8.24 (b))

- (b) Make building alterations that require the removal or altering of a load-bearing structural member; (24 CFR § 8.32 (c))
 - (c) Provide an elevator in any multifamily housing development solely for the purpose of locating accessible dwelling units (“units”) above or below the accessible grade level; or (24 CFR § 8.26)
 - (d) Take any action that results in a fundamental alteration in the nature of the program or results in undue financial and administrative burdens. (24 CFR § 8.24(a)(2))
- 2) When EHA is making substantial alterations (defined in 24 CFR § 8.23 as alterations to a development that has 15+ units and the cost is 75% or more of the replacement cost of the completed facility) to an existing housing facility, EHA is not required to:
- (a) Provide an elevator in any multifamily housing development solely for the purpose of locating accessible units above or below the accessible grade level; (24 CFR §8.26)
 - (b) Make building alterations that require the removal or altering of a load-bearing structural member; or (24 CFR §8.32 (c))
 - (c) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. “Structural impracticability” is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. (24 CFR §8.32(c) and Appendix A to Part 40, Uniform Federal Accessibility Standards (UFAS) 3.5 and 4.1.6(3))
- 3) Note that the undue burdens test above is not applicable to housing undergoing substantial alteration.

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

Section 504 prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on owners to make their programs as a whole, accessible to persons with disabilities.

These obligations include the following:

- Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
- Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
- Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
- Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements; and
- Performing a self-evaluation of the owner's program and policies to ensure that they do not discriminate based on disability.
- Operating their programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities.

Furthermore, the Section 504 regulations establish affirmative accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units. In order for a unit to be considered accessible, it must meet the requirements of the Uniform Federal Accessibility Standards (UFAS).

The Section 504 regulations also require that recipients not discriminate in employment based upon disability.

A person with disabilities has the right under the Fair Housing Act to make reasonable modifications to any part of his or her unit or the related common areas at his or her own expense.

In federally financed housing the Section 504 requirements placing the responsibility on the owner to pay for requested reasonable accommodations, including structural changes to the premises, **supersede** the Fair Housing Act provisions placing the burden of paying for structural changes on the tenant. In the circumstance where the requested structural modification to a HUD-funded property does constitute an undue financial and administrative burden, and the tenant still wanted that particular modification to be made, the Fair Housing Act would then authorize the tenant to make and pay for the accommodation.

1.2 Affirmative Marketing

In hopes of reaching a broad spectrum of potential applicants, the Englewood Housing Authority, when needed to increase the waiting list, will affirmatively market its public and assisted housing programs to the widest audience practicable. Information concerning the public and assisted housing programs shall be disseminated through the local media through press releases or advertisements. The Englewood Housing Authority shall be in compliance with the local housing plan of any local, county or state Comprehensive Housing Affordability Strategy (CHAS) pursuant to Section 24 CFR, Part 91.

As conditions may require, EHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. EHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts EHA may engage in depending on the situation are the following:

Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.

Special outreaches to minorities, persons with disabilities and very low-income families.

Distribute pamphlets and brochures.

Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, public transportation centers, and with other agency community service providers.

Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

EHA will monitor the benefits received as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailing to areas with heavy concentration of minority citizens. When heavy concentrations of people with limited English proficiency are encountered brochures may be printed in other languages as required.

Operations

In order to further the objectives of nondiscrimination, EHA shall:

Include in the admissions briefings for all EHA programs a section on compliance with Civil Rights laws. The briefings shall explain to all participants what should be done if they believe they have been discriminated against.

Prominently display Fair Housing posters in every development office owned by EHA and in EHA's administrative offices. Such posters shall be posted in such a manner as to be easily readable from a wheelchair.

Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of EHA. EHA shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

EHA shall maintain a TDD/TTY machine or access to a TDD/TTY for the use of the hearing impaired. EHA shall use the telecommunications relay service through the local service provider. The number 1-800-735-2962 for TDD and then for voice 1-800-735-8262.

As many publications as feasible shall be printed both in English and in any other languages as may be commonly spoken within the City of Englewood. EHA will try to employ staff with bi-lingual language capabilities in English and any other language as may be commonly spoken within the City of Englewood, or maintain a relationship with a service or individual that can provide the service.

REQUIRED DATA AND RECORDKEEPING

EHA must collect and maintain various types of information regarding prospective and current tenants to help establish compliance with program requirements.

For federally financed housing, HUD requires owners to gather data about the race and ethnicity of applicants and tenants so that HUD can easily spot possible discrimination, track racial or ethnic concentrations, and focus enforcement actions on owners with racially or ethnically identifiable properties. For example, the Department might investigate a situation in which there is a sizable eligible population of a given race or ethnicity in the area, but a particular property does not house any members of that population. Ethnicity and Race of applicants and tenants is determined by self certification rather than an observation of the owner. The Department also requires that owners report the numbers of persons with disabilities served by their programs.

To avoid the risk of violating civil rights and nondiscrimination requirements when seeking to gather such data, owners should consistently ask the same questions of all prospective and current tenants. Also, owners should avoid asking for information only from certain populations and not others. For example, instead of asking only some applicants about their race, owners should have a means of seeking this information from all applicants.

Record-Keeping

Records. EHA must keep civil rights related records in accordance with 24 CFR 1.6, 8.55(b), and 107.30. The civil rights related records include race and ethnicity data, compliance with 504, and compliance with Executive Order 11063.

Access to Records. EHA is required to allow HUD staff and Contract Administrators access to

the relevant records for their properties and other sources of information, as necessary, for determining compliance with civil rights and nondiscrimination requirements.

In the following situations, HUD or the Contract Administrator may request information from EHA: when an individual complains to HUD that he/she has been the subject of discrimination; when HUD FHEO staff performs a review of an owner's overall compliance with civil rights and nondiscrimination requirements; or when HUD Multifamily Housing staff looks for indicators of noncompliance on behalf of FHEO as part of a management review. (See Handbook 4350.1, *Multifamily Asset Management and Project Servicing* for more information.)

When performing limited reviews of civil rights and nondiscrimination requirements as part of a management review, HUD Multifamily Housing staff should use the checklists and operating procedures developed between the Office of Fair Housing and Equal Opportunity and the Office of Multifamily Housing to determine the relevant information needed from the owner to conduct the review.

EHA SELF_EVALUATION for REASONABLE ACCOMODATION

The Section 504 regulations required recipients of federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the requirements of this section of the Rehabilitation Act of 1973. The regulations required EHA to have completed their self-evaluations no later than July 11, 1989.

The Section 504 regulations establish EHA's ongoing responsibility to operate their programs so that they are, when viewed in their entirety, accessible to and usable by persons with disabilities [24 CFR 8.24]. Although the regulatory deadlines for completing self-evaluations have now passed, the self-evaluation continues to be an excellent management tool for ensuring that the owner's current policies and procedures comply with the requirements of Section 504.

HUD requires that EHA periodically updates every 5 years to their self-evaluations as one way to help ensure compliance. Updates are particularly important if there have been alterations to units or units have been added or demolished. When updating the self-evaluation and implementing its results, owners should take the following steps.

1. Evaluate current policies and practices, and analyze them to determine if they adversely affect the full participation of individuals with disabilities in the owner's programs, activities, and services.
2. Modify any policies and practices that are not or may not be in compliance with Section 504.
3. Take appropriate corrective steps to remedy those policies and practices that are either discriminatory or have a discriminatory effect.
4. Document the process and activities used to update the self-evaluation.

Owners, managing entities, or projects employing 15 or more persons were required to maintain on file, make available for public inspection, and provide to the Office of Fair Housing and Equal Opportunity upon request the information below for at least three years following completion of the evaluation:

1. A list of the interested persons consulted;
2. A description of areas of the project the owner examined and any problems identified; and
3. A description of any modifications the owner made and of any remedial steps taken.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Englewood 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 accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people who believe they require a reasonable accommodation can make a request. Because disabilities are not always apparent, the Englewood Housing Authority will make reasonable efforts to ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

A reasonable accommodation is a change, adaptation or modification to a policy, program, service, or workplace **that** will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, for example, those which are necessary in order for the person with a disability to use and enjoy a dwelling, including public and common use spaces. Since persons with disabilities may have special needs due to their disabilities, in some cases, simply treating them exactly the same as others may not ensure that they have an equal opportunity to use and enjoy a dwelling.

In order to show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. What is reasonable must be determined on a case-by-case basis. However, experience has shown that the following examples are often reasonable accommodations.

A federally assisted housing provider has a policy of not providing assigned parking spaces. A tenant with a mobility impairment who has difficulty walking is provided a reasonable accommodation by being given an assigned accessible parking space in front of the entrance to his unit.

A federally assisted housing provider has a policy of requiring tenants to come to the rental office to pay their rent. A tenant with a mental disability who is afraid to leave her unit is provided a reasonable accommodation by being allowed to mail her rent payment.

A federally assisted housing provider has a no pets policy. A tenant who uses a wheelchair and has difficulty picking up items off the ground is allowed to have an assistive animal that fetches things for her as a reasonable accommodation for her disability.

An older tenant has a stroke and begins to use a wheelchair. Her apartment has steps at the entrance and she needs a ramp to enter the unit. Her federally assisted housing provider pays for the construction of a ramp as a reasonable modification to accommodate the tenant's disability.

All prospective applicants for EHA housing shall be informed at the time they submit an application for tenancy of their right to request a reasonable accommodations for a disability from the EHA. A written Notice to Applicants with Disabilities Regarding Reasonable Accommodation shall also be provided by the Occupancy Department staff to each prospective applicant at that time. A copy of this Notice shall be posted conspicuously at all times at the EHA administrative office located at 3460 South Sherman Street #101, Englewood Colorado.

For prospective applicants who are visually, hearing or cognitively impaired, information relating to the right to request reasonable accommodation shall be provided in an alternative accessible format (for example, using EHA staff to make an oral statement or having a third party representative explain the information).

When a prospective applicant is unable to visit the EHA administrative office to obtain the necessary forms because of a disability, he or she shall write to the Occupancy Department, to explain that because of the effect of the disability, he or she is unable come to the office. As a result, EHA will mail all applicable forms to the prospective applicant.

2.1 COMMUNICATION

Anyone requesting an application will receive information and forms about requesting reasonable accommodations. Each new tenant will also receive a copy of the policy. The Housing Authority will not make inquiry of an applicant as to the nature or severity of a disability except as allowed by applicable fair housing laws. After the EHA has received a request for a reasonable accommodation, EHA will acknowledge its receipt and enter into initial discussion with the requestor within 7 business days. The verification process will begin after all information and applicable forms are returned to the EHA.

Annual notifications of reexamination will include information and forms about requesting a reasonable accommodation. Each request for reasonable accommodation will be evaluated by a panel composed of the executive director, the property manager

and the operations manager. A decision on whether to grant the request will be reached within 30 days of receiving all verifications.

All decisions granting or denying requests for reasonable accommodations will be in writing. If an applicant or tenant disagrees with the decision, s/he retains the right to file a grievance as set out on pages 139 through 149.

2.2 *ISSUE TO BE CONSIDERED IN EVALUATING ACCOMMODATION REQUESTS*

The following outlines certain issues to be considered by the Housing Authority in evaluating requests for reasonable accommodation:

A. In determining if the requestor is a person with disabilities, the housing authority will use the Section 504 definition and the Fair Housing definition (as it may be amended). The Section 504 definition is:

B. Handicapped persons means any person who (i): has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.

The Fair Housing definition currently is as follows:

A person with a physical or mental 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. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Englewood Housing Authority will request and assist in obtaining, if needed, acceptable verification that the person is a person with a disability.

B. In determining if the requested accommodation is related to the disability, the housing authority will consider information such as the following: if there is a disability-related need for the reasonable accommodation; the type of accommodation requested; how the accommodations will help the requestor obtain equal opportunity to use and enjoy housing, etc. If it is apparent that the request is related to the apparent or documented disability, the housing authority will document its rationale. If it is not apparent, the Englewood Housing Authority will seek further documentation from the requestor indicating that the requested accommodation is needed due to the disability.

- C. In determining whether or not the requested accommodation is reasonable, the accommodation must meet three criteria:
1. Would the accommodation constitute a fundamental alteration? The Englewood Housing Authority's business is housing. If the request would alter the fundamental business that the Englewood Housing Authority conducts, that would not be reasonable.
 2. Would the requested accommodation create an undue financial hardship **and** administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Englewood Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
 3. Is the requested accommodation feasible and practical under the circumstances? The accommodation must be reasonable and this must also be evaluated by the Housing Authority. What is reasonable will differ under the circumstances of each case and must be evaluated on a case-by-case basis.
- D. Generally the individual knows best what it is they need; however, the Englewood Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Englewood Housing Authority's programs or services.

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

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the housing authority unless such accommodation would impose an undue hardship on the operation of the housing authority programs.

If the Tenant requests, as a reasonable accommodation, physical modifications the Englewood Housing Authority will implement and finance any reasonable modification in accordance with Section 504.

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.

The Housing Authority may separately set forth further detailed guidance regarding evaluation of reasonable accommodation requests and related fair housing issues for the purpose of promoting fair housing awareness by the agency.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Englewood Housing Authority will endeavor to provide access to people who speak languages other than English in order to assist non-English speaking families.

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

OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

The EHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

Oral Interpretation

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

EHA Policy

The EHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. “Reasonable steps” may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHA’s, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use an interpreter of their own choosing, in place of or as a supplement to the language services provided by the PHA at the PHA’s expense. The interpreter may be a family member or friend.

Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language.

EHA Policy

In order to comply with written-translation obligations, the EHA will take the following steps:

The EHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the EHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These “safe harbor” provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP persons through competent oral interpreters where oral language services are needed and reasonable.

EHA will use the written documents supplied by HUD, whenever possible. All documents will be clearly marked “ For Informational Purposes Only”. All documents that will be executed for the files and program requirements will be in English.

Implementation Plan

After completing the four-factor analysis and deciding what language assistance services are appropriate, EHA will develop a written language access plan (LAP) to address the identified needs of the LEP population it serves. The LAP will identify how EHA will provide language assistance (through oral interpretation and translation of written information); provide instructions for training staff members about the selected methods and resources for providing LEP assistance; and incorporate a process/procedure for notifying LEP person that language services are available and free of charge.

EHA Policy

If it is determined the EHA serves few LEP persons, and the EHA has limited resources, the EHA will develop a written LAP within the next five year planning process and will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access.

If EHA determines that it serves or is under-serving LED persons because of language barriers and EHA has the available resources, the EHA will continue with the development of a LAP. EHA will use entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants. These entities will be contacted for input into the process.

If the EHA determines it is appropriate to develop a written LAP, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LAP.

3.2 TRANSLATION OF DOCUMENTS

Foreign Language Interpretation

EHA will try and maintain bilingual staff or retains the potential services to assist non-English speaking families and will consider providing translation of EHA documents into other languages upon request by an applicant or resident. EHA will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families. EHA shall remain in compliance with the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons dated January 22, 2007 in the Federal Register.

In determining whether it is feasible to translate documents into languages other than English, EHA will consider the following factors:

Number of families in the County who do not speak English and who speak another language,

Estimated cost to EHA per client for translation of English documents into another language,

Evaluation of the need for translation by the bilingual staff and by agencies that work with non-English speaking clients, and

The availability of local organizations to provide translation services to non-English speaking clients.

Interpretation for Visual or Audible Impairments

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act, 24 CFR 8.6, including communication by way of TDD/TTY for those applicants or program participants who are speech or hearing impaired

4.0 FAMILY OUTREACH

The Englewood Housing Authority will publicize the availability and nature of the Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The Englewood Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program or other assisted housing.

5.0 RIGHT TO PRIVACY

EHA's practices and procedures are designed to safeguard the privacy of applicants and residents.

Applicants and residents, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

EHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Files will never be left unattended or placed in common areas.

The criminal background check information will be retained in the applicant/tenant file, kept in a secured area under lock and key, with access only by persons authorized by EHA. The HUD regulations require that upon making a determination of eligibility, the criminal background check information will be destroyed. However this is subject to the laws of the State of Colorado. EHA is governed by the provisions of state on the public records laws of the State of Colorado and as such, no person may destroy, sell, loan, or otherwise dispose of any public record without the consent of the State of Colorado. As such, EHA shall maintain these records in a manner to protect the confidentiality requirements in a secure manner, but shall not destroy the record unless with the consent of the State of Colorado.

Any and all information that would lead one to determine the nature and/or severity of a person's disability must be returned to the tenant or destroyed. However, the personal information documenting the need for a reasonable accommodation will be maintained in the folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Executive Director.

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

6.0 REQUIRED POSTINGS

The Englewood Housing Authority will post, or otherwise make available at the housing authority's administrative offices, pertinent policies and other information related to its housing programs. A listing of all 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 will be posted.

EHA will maintain bulletin boards in conspicuous areas of the Administrative Office and the individual site development offices. The bulletin boards will contain:

- Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or Management Plan
- Information on application taking.
- Directory of EHA's housing sites including names, address of offices and office hours.
- Income limits for admission.
- Current schedule of routine maintenance charges.

- A copy of the lease.
- EHA's grievance procedures.
- A Fair Housing Poster.
- An Equal Opportunity in Employment poster.
- Current Resident Notices.
- Required public notices.
- Security Deposit Charges.
- Schedule of Utility Allowances (if applicable).
- Flat Rent Schedule (PH Program)
- Limited English Proficiency Notice

7.0 TAKING APPLICATIONS

Families wishing to apply for project-based assisted housing programs will be required to complete an application for housing assistance when the waiting list is open. (See Section 9.0 for more information on opening and closing of the waiting list.) Applications will be accepted at the Englewood Housing Authority's administrative offices at 3460 South Sherman Street, Suite 101, Englewood, Colorado by fax, mail or hand delivery.

Applications are taken to compile a waiting list. Due to the demand for housing in the Englewood Housing Authority jurisdiction, the Englewood Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Englewood Housing Authority will verify the information.

All applicants who are 18 years of age or over must provide a picture I.D. (state I.D. or valid passport) and Social Security card or verification of the number from the Social Security Administration or HUD acceptable criteria.

Applications may be made in person at the Englewood Housing Authority's administrative offices at 3460 South Sherman Street, Suite 101, Englewood, CO 80113. Applications will be mailed to interested families upon request and may be obtained from www.engagewoodhousing.homestead.com.

The completed application will be dated and time stamped upon its receipt at the Englewood Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Englewood Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-659-2656 (relay) 1-800-659-3656 (voice). Individuals who

have difficulty communicating in English may be offered language assistance pursuant to the EHA LEP Policy.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

At the time of application, the Englewood Housing Authority will provide the family with a written preliminary notification of the date and time of placement on the waiting list. Following receipt of the family's pre-application, the Englewood Housing Authority will make an initial determination of eligibility. If the Englewood Housing Authority determines the family to be ineligible, the family will be notified in writing.

The applicant may at any time report changes, in writing, to their applicant status including changes in family composition, income, or preference factors. The Englewood Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Englewood Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

Eligibility for admission to **Senior Housing** (1 bedroom, Simon Center) will be processed in accordance with the legal requirements and definitions of federal law relating to housing for elderly persons [as set forth in the Fair Housing Act, as amended, the Housing for Older Persons Act of 1995 (HOPA), and related laws].

In the event, and only in the event, that a vacancy becomes available in this building for a person who is 62 years of age or older, but no eligible applicants on the waiting list are 62 years of age or older or otherwise meet the 62 or older such a vacancy shall then be provided to an eligible applicant who is near elderly or at least 50 years of age or older. In cases where no elderly or near elderly are on the waiting list, then EHA will house the next qualified family on the waiting list that is eligible for the specific unit.

Prohibition of Occupancy Standards that Exclude Children

The EHA may not exclude otherwise eligible elderly families with children from elderly properties or elderly/disabled properties under the assisted housing programs.

8.1 INTRODUCTION

There are several and independent eligibility requirements for admission to public housing and Section 8 New Construction: qualification as a family, income within the income limits, citizenship/eligible immigrant qualification, proper documentation of Social Security numbers, criminal background status, student rule provisions for ineligibility and required consent authorization documents. In addition to the eligibility criteria, families must also meet the Englewood Housing Authority screening criteria (see Sections 8.3 and 8.4) in order to be admitted.

8.2 ELIGIBILITY CRITERIA

A. Family status.

1. **A family with or without children.** Such a family is defined as a group of people residing in the same household whom may or may not be related by blood, marriage, adoption.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. 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. Section 8 New Construction (Simon Center) requires the unborn child and adopted child to be considered in determining the income limit for eligibility and bedroom size.
2. **An elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are 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.

- d. For Simon Center, the surviving member or members of a family living in the unit assisted with the once eligible but now deceased member of the family at the time of his or her death.
 3. A **near-elderly family**, which is:
 - a. 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;
 - 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**, which is:
 - a. A family whose 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.
 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 6. The remaining member of a tenant family;
 7. For Simon Center, the remaining member as specifically defined under the 4350.3 Handbook;
 8. 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
 1. To be eligible for admission to Orchard Place or off-site units that became available on or after 10/1/81, the family's annual income must be within the income limits set by HUD, {unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 80 percent of the median income for the area}.

To be eligible for admission to Simon Center units, the family's annual income must be within the income limits set by HUD, {unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area}. For Simon Center, the EHA will count unborn and adopted children that are anticipated to reside in the unit for determining the income limit of the family at the time of admissions

2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the project-based assisted 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 Englewood Housing Authority, unless specifically eligible for relocation or exempt per the regulation.
4. If the Englewood Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the very-low or low-income limits in order to be eligible to remain as tenants.
5. Income limit restrictions do not apply to families under transfer within the project-based assisted housing programs.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen 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 applicants will be given notice of the requirement to submit evidence of citizenship or eligible immigration status at the time of application.*
2. 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 Section 13.5 for calculating rents under the noncitizen 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 a Social Security card or verification of their number from the Social Security Administration in accordance with HUD regulations. Those providing verification must provide a copy of their card(s) to the housing authority when they are processed for determining eligibility.

Disclosure and Verification of Social Security

General

The requirements apply to applicants and participants as described in these policies, except that these policies are inapplicable to individuals who do not contend eligible immigration status.

Disclosure Required of Assistance Applicants.

Each assistance applicant must submit the following information to the processing entity when the assistance applicant's eligibility under the program involved is being determined.

- 1) The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household; and
- 2) The documentation as provided by SSA or recognized by HUD to verify each such SSN.

When an applicant family member under the age of 6 years has not been assigned a SSN, or lacks the documentation necessary to verify the SSN, the applicant family may become a program participant, and be granted a 90 day period to obtain and provide the documentation of Social Security Number. Applicant family shall be required to provide the complete and accurate SSN assigned to each child and the required documentation to verify the SSN for each child within 90 calendar days.

EHA shall grant an extension of one additional 90-day period if the processing entity, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant.

During the period that EHA is awaiting documentation of a SSN, EHA shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. If, upon expiration of the provided time period, the applicant / participant fails to produce a SSN, the EHA shall follow the provisions of § 5.218.

- 3)

Disclosure Required of Participants

Initial Disclosure

Each participant, except those age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must submit the information described by HUD, if the participant has:

- Not previously disclosed a SSN;
- Previously disclosed a SSN that HUD or the SSA determined was invalid; or
- Been issued a new SSN.

Each participant subject to the disclosure requirements must submit the following information to the processing entity at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification for the program involved:

- (1) The complete and accurate SSN assigned to the participant and to each member of the participant's household; and
- (2) The documentation referred to in paragraph (g)(1) of this section to verify each such SSN.

(2) Subsequent Disclosure.

Once a participant has disclosed and the processing entity has verified each SSN, the following applies:

Addition of New Household Member who is at Least 6 years of Age or Under the Age of 6 and has an Assigned SSN.

When the participant requests to add a new household member who is at least 6 years of age, or is under the age of 6 and has an assigned SSN, the participant must provide the following to the EHA at the time of the request, or at the time of processing the interim reexamination or recertification of family composition that includes the new member(s):

- The complete and accurate SSN assigned to each new member; and
- The documentation to verify the SSN for each new member.

Addition of New Household Member Who is Under the Age of 6 and Has no Assigned SSN.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned a SSN, the participant shall be required to provide the complete and accurate

SSN assigned to each new child and the required documentation to verify the SSN for each new child within 90 calendar days of the child being added to the household.

EHA shall grant an extension of one additional 90-day period if the processing entity, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant.

During the period that EHA is awaiting documentation of a SSN, EHA shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. If, upon expiration of the provided time period, the participant fails to produce a SSN, the EHA shall follow the provisions of § 5.218.

Assignment of New SSN.

If the participant or any member of the participant's household has been assigned a new SSN, the participant must submit the following to EHA at either the time of receipt of the new SSN; at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification; or at such earlier time specified by the EHA:

- The complete and accurate SSN assigned to the participant or household member involved; and
- The documentation to verify the SSN of each individual.

Required Documentation (SSN)

The documentation necessary to verify the SSN of an individual who is required to disclose his or her SSN the regulations are:

- A valid SSN card issued by the SSA;
- An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual; or
- Such other evidence of the SSN as HUD may prescribe in administrative instructions.

Effect on Assistance Applicants.

Except as provided in the regulations, if the EHA determines that the assistance applicant is otherwise eligible to participate in a program, the assistance applicant may retain its place on the waiting list for the program but cannot become a participant until it can provide:

- The complete and accurate SSN assigned to each member of the household; and
- The documentation referred to in the regulations to verify the SSN of each such member.

Rejection of Documentation.

The EHA must not reject documentation referred to in the regulations, except as HUD may otherwise prescribe through publicly issued notice.

Retention of Documentation

EHA shall retain documentation in the permanent portion of the file and not purge the documentation- even after supportive documentation through EIV.

E. Signing Consent Forms

3. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. In addition to the above, all adults in Simon Center must sign all applicable notices and releases as provided under the 4350.3 Handbook and revisions.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Englewood Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the Englewood Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

For Section 8 New Construction Only (Simon Center):

Eligibility of Students for Section 8 Assistance

EHA must determine a student's eligibility for Section 8 assistance at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 8), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.

Section 8 assistance shall not be provided to any individual who:

- Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential;
- Is under the age of 24;
- Is not married;
- Is not a veteran of the United States Military;
- Does not have a dependent child;
- Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of *November 30, 2005.* (See Definition E in Figure 3-6);
- Is not living with his or her parents who are receiving Section 8 assistance; and
- Is not individually eligible to receive Section 8 assistance and has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance.

For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. While owners may use additional criteria for determining the student's independence from parents, owners must use, and the student must meet, at a minimum **all** of the following criteria to be eligible for Section 8 assistance. The student must:

- Be of legal contract age under state law;
- Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, or, meet the U.S. Department of Education's definition of an independent student. (See the Glossary for definition of Independent Student);
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance. (See Glossary for expanded definition of Student Financial Assistance.)

If an ineligible student is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated in accordance with the guidance.

8.3 SUITABILITY

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely

manner;

- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off EHA premises;
- not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
- not to be subject to lifetime sex offender registration requirement;
- not owe debts to other landlords or public utilities;
- to not commit fraud against any assisted housing program;
- to comply with necessary and reasonable rules and program requirements of HUD and EHA; and,
- to comply with local health and safety codes.

Denial of Admission for Previous Debts to This or Any Other PHA

Previous outstanding debts to EHA or any Public Housing Authority (PHA) resulting from a previous tenancy in the public housing, Section 8, or assisted housing program must be paid in full prior to admission.

Applicants with previous PHA debts will be permitted to execute a Payment Agreement at the time of application, but 100% of the debt must be paid prior to offer of a unit.

EHA reserves the right, in the case of extreme hardship, i.e. homelessness, to enter into a Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

Either spouse is responsible for the entire debt incurred as a previous EHA tenant. Children of the head or spouse who had incurred a debt to EHA will not be held responsible for the parent's previous debt.

Denial of Admission for Previous Debts to Landlords and Public Utilities

Previous outstanding debts to public utilities or previous landlords shall be paid before the applicant is processed by EHA for a unit to be occupied.

Applicants with previous PHA debts will be permitted to execute a Payment Agreement at the time of pre-application, but 100% of the debt must be paid prior to offer of a unit.

EHA reserves the right, in the case of extreme hardship, i.e. homelessness, to enter into a Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

NON-ECONOMIC ELIGIBILITY CRITERIA, (Including Criminal/Drug)

In developing its admission policies, the aim of EHA is to attain a resident body composed of families with a broad range of incomes. Therefore, it is the policy of EHA to deny admission to applicants whose conduct as evidenced by documented complaints, police reports or significantly unfavorable landlord references may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

As part of eligibility determination, the Authority will screen each applicant household to assess its suitability as renters.

EHA will consider factors not related to income/credit eligibility including housekeeping habits, prior history as a tenant, criminal records

In determining qualifications for tenancy, EHA shall consider the following items:

Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical, environmental, or financial stability of the development.

EHA shall rely upon sources of information that may include, but not limited to, EHA records, the records of other housing authorities, personal interviews with the applicant or tenant, interviews with previous landlords, employers, , parole officers, criminal and court records, , or the police department. This will be done in order to determine whether the individual prior conduct of a particular applicant or tenant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.

In making a decision to deny assistance, the EHA will consider factors discussed in the section **PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]**

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

Criminal Activity – including the activities further defined herein as of a criminal nature.

Pattern of Violent Behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to neighbors' peaceful enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.

Pattern of Drug Use – includes a determination by EHA that the applicant has exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity – includes a determination by EHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Pattern of Alcohol Abuse – includes a determination by EHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiation of Threats – or behaving in a manner indicating an intent to assault employees or other residents.

Abandonment of a Public Housing Unit or Other Assisted Housing Unit ("skipped") – any abandonment of a unit assisted by HUD without advising the administering housing authority's personnel of intent to vacate so that the unit may be properly secured and protected from any vandalism.

Non-payment of Rightful Obligations – including rent and/or utilities and other charges owed to EHA or another housing authority.

Intentionally Falsifying an Application for Leasing – including providing false information about family income and family composition, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family

setting. Includes judicial termination of tenancy in previous housing on grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Unsanitary Housekeeping – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment caused by the family or persons under control of the family; seriously affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.

Destruction of Property – damage to any previous rentals or property that the family has resided in.

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

EHA shall not admit persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug related criminal activity within the past seven (7) years preceding determination of eligibility. (See below regarding methamphetamine.)

EHA may waive this requirement if the person demonstrates that he/she:

- **Has successfully completed a credible, supervised drug or alcohol rehabilitation program;**
- Has otherwise been rehabilitated successfully;
- Is participating in a supervised drug or alcohol rehabilitation program; or,
- The circumstances leading to the eviction no longer exists (i.e. the individual involved in drugs is no longer in the household because the person is incarcerated).

In no event shall a person convicted of manufacturing or producing methamphetamine (also called "speed") be determined eligible for public housing. Such individuals are permanently denied admission to all federally assisted housing programs.

The EHA shall not admit persons whose pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents within the past seven (7) years preceding the date of application.

The EHA shall not admit persons who have engaged in violent criminal activity within the seven (7) years preceding the date of application.

The EHA shall not admit persons that have been engaged in the illegal drug activity within the seven (7) years preceding the date of application.

Persons incarcerated must demonstrate behavior that is acceptable outside of the incarcerated environment for at seven (7) years.

The EHA shall not admit any person classified as a “habitual criminal” or any person subject to a lifetime sex offender registration requirement under a State sex offender registration program.

The EHA shall not admit persons whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the development. If in the past the EHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice (PIH 96-27) or amended changes, for a family, as a prior resident of public housing, the family shall be ineligible for admission to Public Housing for a seven (7) year period beginning on the date of such eviction. The EHA will not waive this requirement, even in the event of rehabilitation efforts on part of the family or family member.

In determining the criminal background for admission, the EHA will not deny the family if the member is a “victim” of domestic violence as stated and protected under the Violence Against Women Act.

USE OF EIV REPORTS

All applicants must disclose if they are currently receiving HUD housing assistance. EHA will use the HUD EIV (Enterprise Income Verification System) Existing Tenant Search to determine if the applicant or any member of the applicant’s household may be receiving HUD assistance.

If the Existing Tenant Search Report indicates a possible double subsidy situation EHA will discuss this with the applicant and if necessary the other reported housing provider to determine the facts and ensure that the applicant or any member of the applicant’s household is not double subsidized.

Administration

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

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

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

In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903]. The EHA will perform criminal background checks through local law enforcement for all adult household members.

The EHA is required to perform criminal background checks necessary to determine whether any household member is subject to a registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

The EHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the PHA will request the applicant to be fingerprinted and will request the information from the National Crime Information center (NCIC).

If the EHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the EHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

The EHA will ensure that any criminal record received is maintained confidentially, not misused, or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. (See section on page 1-9)

When the EHA takes any adverse action based on a criminal conviction record, the applicant may request, and the EHA will provide, a copy of the criminal record and an opportunity to dispute the record at an informal hearing. (Tenants may also contest such records at the court hearing in the case of evictions.)

Hearings

(See section titled “Complaints, Grievances and Appeals”)

If information is revealed that would cause the EHA to deny admission to the household and the person disputes the information, he/she shall be given an opportunity for an informal hearing according to EHA’s hearing procedures outlined in the section on Complaints, Grievances and Appeals.

PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2014, Pub. L. No. 113-4, Title VI, S 601, 127 Stat. 54, 101 (codified in 42 U.S.C. S14043e-11)(VAWA) states that an applicant for or tenant of housing assisted under a covered housing program may not be denied assistance or admission, have assistance terminated, or be evicted on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

- Every contract for contributions shall provide that . . . the public housing agency shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

DEFINITIONS

As used in VAWA:

- **What is Domestic Violence?** Domestic violence can be defined as a pattern of abusive behavior that is used by an intimate partner to gain or maintain power and control over the other intimate partner. Domestic violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship

- Sexual assault can be defined as any type of sexual contact or behavior that occurs by force or without consent of the recipient of the unwanted sexual activity. Falling under the definition of sexual assault is sexual activity such as forced sexual intercourse, sodomy, child molestation, incest, fondling, and attempted rape. It includes sexual acts against people who are unable to consent either due to age or lack of capacity.
 - **What is Stalking?** Stalking can be defined as a pattern of repeated and unwanted attention, harassment, contact, or any other course of conduct directed at a specific person that would cause a reasonable person to feel fear.
 - Affiliated individual is defined as a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child or any individual, tenant or lawful occupant living in the household of that individual.

Notification and Victim Documentation

EHA Policy

The EHA acknowledges that a victim of domestic violence, dating violence sexual assault or stalking may have an unfavorable history that would warrant denial under the EHA's policies. Therefore, if the EHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, the EHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking

One of the following:

- A police or court record documenting the actual or threatened abuse; or
- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal hearing or must request an extension in writing at that time. If the applicant so requests, the EHA will grant an extension of 10 business days, and will postpone scheduling the applicant's informal hearing until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the EHA determines the family is eligible for assistance, no informal hearing will be scheduled and the EHA will proceed with admission of the applicant family.

PERPETRATOR REMOVAL OR DOCUMENTATION OF REHABILITATION

EHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the EHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

EHA CONFIDENTIALITY REQUIREMENTS

All information provided to the EHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

SCREENING FOR SUITABILITY

It is the policy of EHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

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

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by EHA.

The EHA's minimum age for admission as head of household is 18. This requirement is to avoid entering into leases that would not be valid or enforceable under applicable law. Exception to the age requirement may be granted to those with emancipation status as granted by a court of law. EHA will not allow under any circumstances a parent or legal guardian to co-sign a lease on behalf of an applicant in order to bypass the age requirement.

As a part of the final eligibility determination, EHA will screen each applicant household to assess their suitability as renters.

EHA may complete a credit check of each applicant to determine past rental history, including any possibility of bad debts to any federally assisted housing programs.

EHA shall rely upon sources of information that may include, but not be limited to, EHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, parole officers, criminal and court records, or the police department.

This will be done in order to determine whether the prior conduct of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

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

- The applicant's past performance in meeting financial obligations, especially rent.
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior

residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

- Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.
- Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.
- Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.
- Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.
- The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by EHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

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

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]
- Adversely affect the physical environment or financial stability of the project. [24CFR 960.205(b)]
- Violate the terms and conditions of the lease. [24CFR 8.3].
- Require services from PHA staff that would alter the fundamental nature of the PHA's program. [24 CFR 8.3]

Rent Paying Habits

EHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords (for up to the past 7 years).

Based upon these verifications, EHA will determine if the applicant was chronically late with rent payments, was evicted at any time (during the past 7 years) for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be

grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

Screening Applicants Who Claim Mitigating Circumstances

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

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

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

EXAMPLES OF MITIGATING CIRCUMSTANCES

A mitigating circumstance involves evidence of successful rehabilitation.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. EHA will consider such circumstances in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances; and

- The applicant's overall performance with respect to all the screening requirements.

Qualified and Unqualified Applicants

Information that has been verified by EHA will be analyzed and a determination will be made with respect to:

- The eligibility of the applicant as a family;
- The eligibility of the applicant with respect to income limits for admission;
- The eligibility of the applicant with respect to citizenship or eligible immigration *status*;
- The eligibility of the family for suitability, non-criminal requirements, etc.;
- Preference category to which the family is entitled.

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

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. In the case of criminal status denial for admissions, the EHA will provide the opportunity to review the documents prior to the denial. EHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals.")

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

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

Documenting Findings

An authorized representative of EHA shall document any pertinent information received relative to the admission and eligibility requirements.

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

Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare;
- Are eligible students.

CRITERIA FOR DECIDING TO DENY ASSISTANCE or TERMINATION

EHA POLICY

The EHA will use the concept of the preponderance of the evidence as the standard for making all admission and termination decisions.

Preponderance of the evidence is defined as the greater weight of the evidence; that is, evidence that you believe because it outweighs or overbalances in your mind the evidence opposed to it. A preponderance means evidence that is more probable, more persuasive, or of greater probative value. It is the quality of the evidence that must be weighed. Quality may, or may not, be identical with (quantity)(the greater number of witnesses).

Consider all evidence. In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

Equally balanced. If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

HEARINGS

If information is revealed that would cause EHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to EHA's hearing procedures outlined in Complaints, Grievances and Appeals.

8.4 MISREPRESENTATION BY APPLICANT OR TENANT

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the housing authority may take such other actions as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

8.5 GROUNDS FOR DENIAL

The Englewood 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. Specifically, applicants will be denied admission who:
 - a. Have been evicted within the past seven years for non-payment of rent and/or who have failed to reimburse the landlord for all debts due at the time of move-out.
 - b. Have three or more accounts that have gone to collection in the previous 12 months. (Medical bills will be considered an exception.)

- c. Have “skipped” a previous housing unit without giving required notice and/or owing 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 therefrom;
- K. 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 Englewood Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Englewood 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.
- L. Have engaged in or threatened abusive or violent behavior towards any Englewood Housing Authority staff or residents;
- M. Have a household member who has ever been evicted from public housing;
- N. Have a family household member who has been terminated under the certificate or voucher program during the last five years;

- O. **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;
- P. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- Q. Intentional misrepresentation of verification information as outlined in Section 8.5 above.

8.6 ***LIMITED DENIAL OF ADMISSIONS***

If an applicant is denied admission, it may be determined by the Authority to only be a limited denial. The following timeframes are only a guideline, and may be extended if the Authority deems it is in the best interest of the Authority and/or the tenants. The timeframes for limited denial are as follows:

8.6.1 One Year Limited Denial

- Bad credit history
- Bad housekeeping habits
- Bad landlord references
- Bad rent payment history
- Minor lease violation
- Failure to provide adequate verifiable documentation
- Failure to provide documentation in the specified timeframe

8.6.2 Five-Year Limited Denial- minimum

- Eviction from public and/or assisted housing because of drug-related criminal activity
- Past behavior which may be considered a threat to other tenants and/or staff
- Drug use without any evidence of rehabilitation
- An arrest or conviction that indicates the applicant may be a threat to others
- Fraud or giving false information during the initial or any subsequent certifications to the housing authority

8.6.3 Ten-year limited denial

- Conviction of drug trafficking

8.6.4 Lifetime denial

- Household with a member who is subject to a lifetime registration under the State's sex offender registration law.

- Applicant who has been convicted of manufacturing or producing illegal controlled substances on or around the premises of a housing authority.

8.7 INFORMAL REVIEW

- A. If the Englewood Housing Authority determines that an applicant does not meet the criteria for receiving housing assistance, the Englewood Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request **in writing** an informal review of the decision within fourteen days of the denial. The Englewood Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Englewood Housing 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 Englewood Housing Authority's decision. *The Englewood Housing Authority must notify the applicant of the final decision within five (5) calendar days after the informal review, including a brief statement of the reasons for the final decision.*

- B. The participant family may request that the Englewood Housing Authority provide for an Informal Review 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. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

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

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

Closing of the waiting list will also be announced with a public notice. 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 and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list 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, preference, and then in order of date and time of application; and
- C. Any contacts between the Englewood Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a vacancy occurs, families at the top of the waiting list will be contacted and the verification process will be updated. At this point, the family's waiting list preference will be re-verified. If the family no longer qualifies to be near the top of the list, the family's name will be placed on the waiting list according to date and time of application in accordance with Section 10.1 of this policy. The Englewood Housing Authority will advise the family of this determination.

9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST

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

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

9.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Englewood Housing Authority without notification to the EHA at least 24 hours prior to the scheduled appointment will be sent a notice of termination of the process for eligibility.

The Englewood Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause,

and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Englewood Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.6 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified in writing by the Englewood Housing Authority of the reasons. The applicant will have ten (10) business days for public housing or (14) days for Simon Center from the date of the notice 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 Englewood Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Englewood Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

EHA WILL PROVIDE EQUAL PREFERENCE TO ELDERLY FAMILIES AND FAMILIES WITH DISABILITIES IN DETERMINING PRIORITY FOR ADMISSION

The Englewood Housing Authority will select families based on the following preferences within each bedroom size category:

A. Working Families (1,2,3, and 4 bedrooms) NOTE: To qualify for this preference, the family's head of household and/or co-head of household must be employed at least 32 hours per week at the time of application AND has had six consecutive months of employment prior to application. NOTE: Families with disabilities will also receive this preference.

B.1 Elderly Family (1 bedroom, Orchard Place). To qualify for this preference, the applicant must be an elderly family (62 years of age or older.)

B.2 Disabled Family (1 bedroom Orchard Place). To qualify for this preference the applicant must be a family whose head, spouse or sole member is a person with disabilities.

C. Elderly/Disabled Housing (1 bedroom, Simon Center). To qualify for this preference, the applicant must be 62 years of age or older. EHA will provide this preference for this Elderly/Disabled building as follows: Simon Center shall house at least one person who is 62 years of age or older in 90 percent of the occupied units, and the remaining units in such buildings shall be occupied by non-elderly disabled.

C. All other applicants

Families in preference A, B, or C will be offered housing before any families not falling into a preference category.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Families cannot receive more than one preference point. The maximum number of preference points that a family may accumulate is one.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. 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 30-day notice.

The EHA's policy regarding accessible units is as follows:

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, when an accessible unit becomes available, EHA will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;
- If there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under EHA's control, who has a

disability that requires the special features of the vacant accessible unit;

- If there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit; .

If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, the EHA will require the applicant to execute the EHA public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the EHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.

If a family’s preference status changes between the time of application and the time the family’s name nears the top of the waiting list, the family must notify the EHA in writing of the change in status. The change will be verified by the EHA, and the family’s name will be placed on the waiting list according to the date and time of application. If the family’s name come to the top of the waiting list and the family cannot verify the preference originally designated on the application, the family’s name will be placed on the waiting list according to date and time of application.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Englewood Housing Authority will include, with proper verification, 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 will not be required to 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 Englewood 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 three 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 Englewood 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, at the discretion of the housing authority.

10.3 SELECTION FROM THE WAITING LIST

The Englewood Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met, the Authority shall quarterly 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, higher income families on the waiting list may be skipped to reach extremely low-income families.

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

INCOME TARGETING

EHA will monitor its admissions to Simon Center and public housing ensure that at least 40 percent of families admitted to each program in each fiscal year shall have incomes that do not exceed 30% of area median income of EHA's jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."

Very Low-Income Family Admissions

As long as EHA has met the 40% targeted income requirement for new admissions of extremely low-income families, EHA will fill the remainder of its new admission units with families whose incomes do not exceed 50 of the median income for Simon Center or 80% of the HUD approved area median income for the public housing program.

10.4 DECONCENTRATION POLICY

It is the Englewood Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing in it's only public housing development by actively and affirmatively marketing housing to all eligible income groups in Englewood.

Prior to the beginning of each fiscal year, the Englewood Housing authority will analyze the income levels of the persons residing in the development, the income levels of the community where the development is located, and the income levels of the persons on the waiting list. Based on this analysis, the level of marketing strategies needed to encourage the widest range of eligible income level persons to apply for housing will be determined, if necessary.

The Englewood Housing Authority has a long-standing commitment to affirmatively further fair housing and to administer all programs in compliance with all applicable civil rights requirements and will continue in that tradition.

10.5 OFFER OF A UNIT

When the Englewood Housing Authority discovers that a unit will become available, the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal will be contacted.

The Englewood Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Englewood Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Englewood Housing Authority will send the family a letter documenting the offer and the rejection.

10.6 REJECTION OF UNIT

If a family is offered a unit and rejects it, they will lose their place on the waiting list and their name(s) will go to the bottom of the waiting list for one time only, if the waiting list is open. If the waiting list is closed, the family must wait until the list is open to re-apply. If a family rejects a unit one time only and can show good cause for the rejection, they will not lose their place on the waiting list. Good cause is defined as reasons related to health restrictions, proximity to work, school and childcare (for those applicants who are working or going to school). The family will be offered the right to an informal review of the decision to alter their status on the waiting list.

10.7 ACCEPTANCE OF UNIT

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.

Prior to signing the lease all families (head of household) and other adult family members 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.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, and the current schedule of routine maintenance charges. 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 signing of the lease and the review of financial information are to be confidentially handled. The head of household and all adult family members 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 Englewood Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to one month's rent or the following, whichever is greater:

- A. \$100 for one-bedroom units;
- B. \$150 for two-bedroom units;
- C. \$200 for three-bedroom units;
- D. \$250 for four-bedroom units.

NOTE: For occupancy in Simon Center, the security deposit may not exceed the greater of \$50 or the monthly total tenant payment.

In exceptional situations, the Englewood Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within housing units, 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. Conversely, if the security deposit is less, the difference will be refunded to the family.

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.

10.8 ADDITIONAL TENANT SELECTION AND OCCUPANCY POLICIES SPECIFIC TO SIMON CENTER.

- A. EHA's tenant selection staff will conduct an orientation session with each tenant prior to move in.
 - 1. During a pre-occupancy conference, EHA will thoroughly explain all lease provisions to the prospective tenant. The tenant will then be provided with an original signed copy of the executed lease.
 - 2. EHA's representative and tenant will jointly conduct an inspection of the unit prior to move in; a checklist on the condition of the unit will be completed and signed by both parties.

3. Each resident will receive a "move in package" containing information on appliance operation, project and community facilities, as well as a tenant handbook outlining project rules and regulations.

- B. There shall no discrimination in the selection of tenants either in application for admission or in continued occupancy because of race, color, creed, national origin, religious or political affiliation, ancestry, sex, handicap, disability, or guide or support animal dependency.
 1. EHA WILL TAKE SUCH STEPS IN ADVERTISING AND COMMUNITY CONTACT AS MAY BE REQUIRED TO ENCOURAGE AFFIRMATIVELY THE APPLICATIONS AND OCCUPANCY OF MINORITY, HANDICAPPED AND DISABLED TENANTS.

GENERAL LEASING POLICY

GENERAL TERMS

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. The lease shall be signed by the head, spouse, and/or cohead of the household and by the Executive Director or other authorized representative of EHA, prior to actual admission.¹
3. If a resident transfers from one EHA unit to another, a new lease will be executed for the dwelling into which the family moves, except in the event of a temporary fire transfer.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed, or
 - (b) A Notice of Rent Adjustment will be executed, or
 - (c) An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident(s) and by the Executive Director or other authorized representative of EHA.

5. Residents must advise EHA if they will be absent from the unit for more than 14 days. Residents shall notify the manager, secure the unit and provide a means for EHA to contact the resident in an emergency. Failure to advise EHA of an extended absence is grounds for termination of the lease.

Showing Units Prior to Leasing

1. When offering units, EHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, EHA will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, EHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then evaluated by EHA for a “good cause” determination.
3. No lease will have an effective date before the unit is ready for occupancy ⁱⁱ.

Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit ⁱⁱⁱ.
 - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
 - Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support ^{iv}.
 - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

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

Children under the age below which Juvenile Justice Records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.

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

- Resident plans to be married and requests to add the new spouse to the lease;
- Resident desires to add a new family member to the lease, requests a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household;

4. Residents who fail to notify EHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without EHA approval will be considered unauthorized occupants and the entire household will be subject to eviction ^v.

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

- Visits of less than seven days need not be reported to or approved by the Manager.
- Visits of more than seven days but less than fourteen days per calendar year are permitted, provided they are reported to the EHA within 72 hours and authorized by the EHA.
- Visits of more than 14 calendar days per calendar year shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
- Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease ^{vi}.

7. Residents will not be given permission to allow a former resident of EHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease ^{vii}.

- The resident shall report the move-out within 10 calendar days of its occurrence.
- These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
- Medical hardship, or other extenuating circumstances shall be considered by EHA in making determinations under this area.

LEASE ORIENTATION

Prior to the occupancy of the unit and before the execution of the lease, a EHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the EHA's lease and grievance procedure
- A copy of the House Rules

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

- Applicable deposits and other charges
- Provisions of the Lease
- Unit maintenance and work orders
- Terms of occupancy
- Community Service Requirements
- Pet Policy
- Lead-based paint provisions

LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The month-to-month lease will renew automatically for 12-month terms with the following exception:

EHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).

Because the community service requirements and other provisions that change in the regulations, the lease does not automatically renews for terms of 12 months, and an annual signing process is required.

The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and this Admissions and Continued Occupancy Policy.

EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and by an authorized representative of EHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and EHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current EHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one EHA unit to another (with no change in reexamination date).
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be terminated and a new lease may be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by EHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
- **Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to EHA assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member.**

EHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

ADDITIONS TO THE LEASE

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit ^{viii}. This includes situations in which a tenant is granted custody of a child or children not previously listed on the application or lease and situations in which a person (often a relative) came to the unit as a visitor but stayed because the tenant needed support, for

example, after a medical procedure. All persons listed on the most recent certification form and the lease must use the unit as their sole residence.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

When a resident requests approval to add a new person to the lease, EHA will conduct pre-admission screening of any proposed new adult member to determine whether the EHA will grant such approval. New household members must be approved by EHA, prior to the actual move-in by the proposed new member.

Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure^{ix}.

Following receipt of a family's request for approval, EHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by EHA will be added to the household.

Children under the age at which juvenile justice records are available, or added through a formal custody award are still required to be added through a pre-admission screening process and the tenant still needs prior permission from EHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the state modify its laws concerning the availability of police or court records for juvenile offenders.

Requests for the addition of a new member of the household must be approved by EHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, EHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by EHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
 - Resident plans to marry and requests to add the new spouse to the lease;
 - Resident is awarded custody of a child over the age for which juvenile justice records are available;

- Resident desires to add a new family member to the lease, want authorization for a live-in aide, or take in a foster child(ren).
 - A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.
2. Factors determining household additions which are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
 3. Residents who fail to notify EHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by EHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].
 4. Family members over 17 who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify EHA of the move-out within 10 days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

EHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

Other compliance

1. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.
2. Residents who fail to notify EHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without EHA approval will be considered unauthorized occupants and the entire household will be subject to eviction ^x [24 CFR 966.4(f)(3)].
3. Visitors may be permitted in a unit so long as the visitors have no previous history of behavior that would be a lease violation. Visits are not to exceed 14 consecutive days, unless approved by EHA, with advance documentation of extenuating circumstances. EHA will consider visitors staying beyond this period to be unauthorized occupants and the entire family will be subject to eviction.

4. In accordance with the lease, roomers and lodgers will neither be permitted to occupy a unit, nor to move in with any tenant family. Violation of this provision is grounds for termination of the lease. (24 CFR §966.4(f)(2))
5. Tenants will not be given permission to allow a former tenant of EHA who has been evicted or asked to leave, or owes EHA money, and persons who have been placed on the EHA “No Trespass” list to occupy or visit the unit for any period of time. Violation of this provision is grounds for termination of the lease.
6. Adult family members or emancipated minors who move from the unit to establish new households will be removed from the lease and the tenant is required to provide documentation. (24 CFR §§960.257(b), 966.4(a)) The tenant has the responsibility to report the move-out within 10 calendar days of its occurrence to the development’s management office.
7. These individuals may not be readmitted to the unit and must apply as new applicants for placement on the waiting lists (subject to applicable income limits, preferences, tenant selection, and screening requirements). Medical hardship, disability, or other extenuating circumstances will be considered by EHA in making determinations under this paragraph.
8. EHA in making determinations under this paragraph will consider:
 - a. Occupancy Standards to prevent overcrowding of a unit
 - b. Medical hardship or other extenuating circumstances
 - c. Reasonable Accommodation

VISITORS AND ABSENCE FROM THE UNIT

1. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on EHA premises that would be a lease violation. Visitors remaining beyond the periods in this policy shall be considered unauthorized occupants and the head of the household shall be in violation of the lease.
2. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease ^{xi}.
3. Residents will not be given permission to allow a former resident of EHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
4. Medical hardship, or other extenuating circumstances shall be considered by EHA in making determinations under this area. Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty

(30) days. The EHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Executive Director. Caretakers are not live-in aides and therefore no additional bedroom is required. Caretakers must meet the approval of the EHA.

5. Residents must advise EHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for EHA to contact the resident in an emergency. Failure to advise EHA of an extended absence is grounds for termination of the lease.

LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

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

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

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

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;
- If there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under EHA's control, who has a disability that requires the special features of the vacant accessible unit;
- If there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit; .
- If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 CFR 8.27. However, the EHA will require the applicant to execute the EHA public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the EHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.

UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

SECURITY DEPOSITS

Security Deposit

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

The amount of the security and/or pet deposit required is specified in the lease.

EHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the EHA.

EHA will hold the security deposit for the period the tenant occupies the unit.

EHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

EHA will refund the Security Deposit less any amounts owed, within 30 days after move out and tenant's notification of new address.

EHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. EHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

EHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, EHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to EHA. All keys to the unit must be returned to the Management upon vacating the unit.

EHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be further billed for any maintenance or other charges.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

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

11.1 INCOME

Annual income means 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 examination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. 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.
- C. 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.
- D. 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 and VA benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.).
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
1. 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:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. 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.
 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. 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.
- H. 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.)
- I. For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education, shall be considered income to the individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.
- J. The amount of the “housing” portion of an athletic scholarship.

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. 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);
- B. 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;
- C. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- D. Income of a live-in aide;
- E. The full amount of student financial assistance paid directly to the student or to the educational institution, including any financial assistance received for mandatory fees and charges (in addition to tuition). except as provided above;

- F. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- G. 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 are 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 Housing 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, and resident initiatives coordination. 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. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. For public housing only,

The annual income for qualified families may not be increased as a result of increases in earned income of a family member beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. For calculation purposes, the disallowance shall begin the first of the month after the employment begins. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the allowable earned income exclusion from annual income.

A family qualified for the earned income exclusion is a family that is receiving assistance under the public housing program; and

- Whose annual income increases as a result of employment of an adult family member and who was previously unemployed for one or more

years prior to employment;

- Whose annual income increases as a result of increased earnings by an adult family member during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of an adult family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least \$500 in such TANF benefits and services as one-time payments, wage subsidies and transportation assistance.

The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage (\$2,575 per year). Minimum wage is the prevailing minimum wage in the State or locality if it is higher than the federal minimum wage.

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

Qualifying increases are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and may include increases that occur after participation provided the training provides assistance, placement, training or mentoring after the training that leads to employment.

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

Initial Twelve-Month Exclusion

During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the EHA will exclude from annual

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

Second Twelve-Month Exclusion and Phase-in

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the EHA must exclude from Annual Income of a qualified family member, 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over the income of that family member prior to the beginning of such employment.

Maximum Four-Year Disallowance

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

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

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Applicability to Child Care Expense Deductions

The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.

Applicability to Disability Expense Deductions

The amount deducted for disability expense deduction that is necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.

Applicability to Families that Receive both Child Care Expense and Disability Deductions

The amount deducted for both childcare and disability expense deductions necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.

Tracking the Earned Income Exclusion

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

*Such documentation will include:

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date(s) earned income ended and resumed during the initial cumulative 12-month * period of exclusion (if any)
- Date the family member has received a total of 12 months of the initial exclusion
- Date the 12-month phase-in period began
- Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)
- Date the family member has received a total of 12 months of the phase-in exclusion
- Ending date of the maximum 24-month (24 month) disallowance period (24 months from the date of the initial earned income disallowance)

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

It is a EHA policy decision to conduct an interim reexamination for income increases for the purpose of calculating the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the Annual Income of families who are participants in the public housing program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income, VA and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. 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 submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Englewood Housing Authority
- q. Tax Rebates from the Internal Revenue Service under the Economic Stimulus Act of 2008 (PIH-2008-23)
- r. Kinship Guardian Assistance Payments (Kin-GAP) and similar state guardianship care payments (PIH 2008-30)
- s. Temporary employment by the U.S. Census Bureau for employment no longer that 180 days and culminating in permanent employment. (PIH 2008-26)

The Englewood Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

HUD has six allowable deductions from Annual Income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is a disabled family, or has a member (other than the head or spouse) who is a person with a disability. A disability assistance expenses for unreimbursed amounts paid for attendant care, or auxiliary apparatus expenses for

family members with disabilities, including the disabled member, where such expenses are necessary to permit an adult family member to be employed. The allowable expenses must be in excess of 3% of annual income. This allowance may not exceed the employment income received by the family members that is freed to go to work, who is at least 18 years of age.

- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Childcare expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education 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)).
- F. The EHA does not provide for any optional deductions or allowances in the public housing program.

12.0 VERIFICATION

The Englewood Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and

citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

Mandated Use of HUD’s Enterprise Income Verification (EIV) System.

Programs subject to mandated use and requirements include entities administering assistance under the:

- Public Housing program under 24 CFR part 960;
- Section 8 Housing Choice Voucher (HCV) program under 24 CFR part 982;
- Moderate Rehabilitation program under 24 CFR part 882;
- Project-based Voucher program under 24 CFR part 983;
- Project-based Section 8 programs under 24 CFR parts 880, 881, 883, 884, 886, and 891; (vi) Section 202 of the Housing Act of 1959 (12 U.S.C. 1701q);
- Section 811 of the Cranston- Gonzalez National Affordable Housing Act (42 U.S.C. 8013);
- (viii) Sections 221(d)(3) and 236 of the National Housing Act (12 U.S.C. 1715l(d)(3) and 1715z-1); and
- (ix) Rent Supplement program under section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C. 1701s).

EHA must use HUD’s EIV system in its entirety:

- As a third party source to verify tenant employment and income information during mandatory reexaminations or re-certifications of family composition and income, in accordance with § 5.236, and administrative guidance issued by HUD; and
- To reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

Penalties for Noncompliance.

Failure to use the EIV system in its entirety may result in the imposition of sanctions and/or the assessment of disallowed costs associated with any resulting incorrect subsidy or tenant rent calculations, or both.

12.1 ACCEPTABLE METHODS OF VERIFICATION

HUD authorizes the EHA to use the following methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the EHA to use the most reliable form of verification that is available and to document the reasons when the EHA uses a lesser form of verification.

EHA Policy

Upfront Income Verification (UIV): The verification of income at admission or 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. HUD's **Enterprise Income Verification System (EIV)** is considered to be this method.

EHA will consult the EIV system on all applicants and participants. The EIV will be used to determine if the applicant/participant and members are in the HUD system, determine if they are being assisted by other programs in the HUD data-base, determine the income, and determine if they were previously being assisted by another PHA.

EHA shall use the streamlined verification system allowed by HUD whenever possible. The simplifying the income verification process is as follows:

- Tenant reports income and provides current documents
- EHA consults EIV system, and prints income details report (include in tenant file- except PHAs in Florida, who should print and maintain EIV ICN printout in the tenant file
- If additional information is not needed, the EHA uses the current tenant-provided documents to calculate anticipated annual income
- 3rd party verification is only required if:
 - The tenant disputes the EIV data
 - Additional information is required as determined by the EHA, such as
 - Effective dates of employment
 - Pay rate, number of hours worked, pay frequency for new jobs
 - Confirmation of changes in circumstances (reduced hours, reduces rates of pay, etc.)

The EHA will use current tenant-provided documents or most current information to calculate anticipated annual income

In order of priority, the forms of verification that the EHA will use are:

1. **Enterprise Income Verification (EIV) + current tenant-provided documents**
2. **Enterprise Income Verification (EIV) + current tenant-provided documents + 3rd party verification** (Required when tenant disputes EIV data or EHA requires additional information)
3. **Enterprise Income Verification (EIV):** The verification of income at admission or 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.
4. **Third-Party Written:** The EHA's next choice to supplement the EIV is a written third party verification to substantiate claims made by an applicant or resident.

5. **Third-Party Oral:** The EHA may also use telephone verifications.
6. **Tenant Supplied Documents:** The EHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
7. **Self-Certification:** A self-certification statement will be accepted **only when extensive attempts have been made to obtain all of the other methods above and no other form of verification is available.**

Each of the verification methods is discussed in subsequent sections below. The tables at the end of this chapter contain an excerpt from the notice that provides guidance with respect to how each method may be used.

Requirements for Acceptable Documents

EHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to the EHA. The documents must not be damaged, altered or in any way illegible. All tenant supplied documents supplied should be dated within the last 60 days of the interview or reexamination. Pay stubs should be current and consecutive. For tenant supplied, the EHA requires at least 3 current consecutive pay stubs from the tenant for tenant supplied earned income. An exception may be made for a new job in which the resident has not yet worked 3 pay periods.

The EHA will accept documents dated within 60 days from the date of the interview if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the EHA would accept the most recent report.

Printouts from web pages are considered original documents.

The EHA staff member who views the original document must make a photocopy and annotate the copy with the date the original was viewed.

Any family self-certifications must be made in a format acceptable to the EHA and must be signed in the presence of a EHA representative.

File Documentation

The EHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the EHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

ENTERPRISE INCOME VERIFICATION (EIV)

Enterprise income verification (EIV) refers to the EHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to the EHA.

EHA Policy

The EHA will inform all applicants and participants of its use of the following EIV resources during the admission and reexamination process:

- HUD's EIV System
- Other 3rd Party Computer Matching

The EHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. In case of disputes, no adverse action can be taken against a family until the EHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the EHA if requested.

Definition of Substantial Difference

EIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the EIV information. In "HUD Guidelines for Projecting Annual Income When EIV Data is Available" [HUD website, April 2004], HUD recommends using \$200 per month as the threshold for a substantial difference. The EHA will therefore use \$200 per month as the threshold for a substantial difference.

See the section for the EHA's policy on the use of EIV to project annual income and for the EHA's threshold for substantial difference.

When No Substantial Difference Exists

If EIV information does not differ substantially from family information, the EIV documentation may serve as third-party written verification.

When a Substantial Difference Exists

When there is a substantial difference between the information provided by the EIV source and the family, the EHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires the EHA to use the EIV system when available. The following policies will apply when the EHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

Enterprise Income Verification (EIV) Reports

The data shown on EIV reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

EHA Policy

The EHA will obtain EIV reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular intake and reexamination process.

EIV reports will be compared to family-provided information as part of the annual reexamination process. EIV reports may be used in the calculation of annual income, as described in this section. EIV reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between EIV reports and family-provided information will be resolved as described in this section.

EIV reports will be used in interim reexaminations to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV reports will be retained in participant files with the applicable annual or interim reexamination documents.

When the EHA determines through EIV reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Program Integrity.

Exceeds Threshold Reports (ETRs)

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between 6 months and 30 months old at the time ETRs are generated.

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addition of new family members.

EHA Policy

The EHA will generate and review ETRs on a monthly basis. The ETR threshold percentage will be adjusted as necessary based on the findings in the ETRs.

In reviewing ETRs, the EHA will begin with the largest discrepancies.

When the EHA determines that a participant appearing on the ETR has not concealed or under-reported income, the participant's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, participants appearing on this list will be eliminated from ETR processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or under-reported income, the EHA will request third-party written verification of the income in question.

When the EHA determines through ETR review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security Number, name, and date of birth.

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

EHA Policy

The EHA will identify participants whose identity verification has failed as part of the annual reexamination process.

The EHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the EHA determines that discrepancies exist due to EHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires the EHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

EHA Policy

The EHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

The EHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. The EHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th business day, the EHA will request third-party oral verification.

The EHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, EHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the EHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, the EHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, the EHA will use any information provided orally in combination with reviewing family-provided documents.

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, the EHA will use the information from documents on a provisional basis. If the EHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the EHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the EHA's interim reexamination policy.

When Third-Party Verification is Not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses

The EHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

The EHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

EHA Policy

The EHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$500 annually **and** the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

The EHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, the EHA will rely upon review of documents when the EHA determines that a third party's privacy rules prohibit the source from disclosing information.

EHA Policy

The EHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense **and** the family has original documents that provide the necessary information.

If the family cannot provide original documents, the EHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

REVIEW OF DOCUMENTS

Using Review of Documents as Verification

EHA Policy

If the EHA has determined that third-party verification is not available or not required, the EHA will use documents provided by the family as verification.

The EHA may also review documents when necessary to help clarify information provided by third parties. In such cases the EHA will document in the file how the EHA arrived at a final conclusion about the income or expense to include in its calculations.

SELF-CERTIFICATION

EHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the EHA.

The EHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the EHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a EHA representative or EHA notary public.

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Englewood Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Englewood Housing Authority may permit documentation, acceptable to the Englewood Housing Authority, to be received from the applicant/tenant. Hand-carried documentation will be accepted if the Englewood Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

DOCUMENTATION OF DISABILITY

The EHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The EHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The EHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the EHA receives a verification document that provides such information, the EHA will not place this information in the tenant file. Under no circumstances will the EHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

EHA Policy

For family members claiming disability who receive disability benefits from the SSA, the EHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, the EHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the EHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to the EHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

EHA Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Englewood Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports/EIV	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI/ TASS	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document showing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy,	Bills, receipts, records of payment, dates of trips, mileage

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
	medical professional's letter stating assistance or a companion animal is needed	log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree

COLA or current interest rate applicable to each source of fixed income will be obtained either from a public source or from tenant-provided third party generated documentation. In the absence of such verification for any source of income, third-party verification of income amounts will be obtained.

Upon request from the family, the EHA will perform third-party verification of all income sources.

Non-fixed sources of income must continue to be third-party verified.

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
<p>Wages/Salaries</p>	<p>Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.</p> <p>Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.</p> <p>Use of HUD systems, when available.</p>	<p>The EHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.</p> <p>The EHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The EHA mails the form to SSA and the statement will be sent to the address the EHA specifies on the form.</p>	<p>In the event the independent source does not respond to the EHA's written request for information, the EHA may contact the independent source by phone or make an in person visit to obtain the requested information.</p>	<p>When neither form of third party verification can be obtained, the EHA may accept original documents such as consecutive pay stubs (HUD recommends the EHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>	<p>The EHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
<p>Verification of Employment Income: The EHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.</p> <p>Effective Date of Employment: The EHA should always confirm start and termination dates of employment.</p>					
Self-Employment	Not Available	The EHA mails or faxes a verification form directly to sources identified by the family to obtain income information. Resident should still complete 9886 form.	The EHA may call the source to obtain income information.	The EHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The EHA must document in the tenant file the reason third party verification was not obtained.	The EHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The EHA must document in the tenant file, the reason third party verification was not available.
<p>Verification of Self-Employment Income: Typically, it is a challenge for EHA to obtain third party verification of self-employment income. When third party verification is not available, the EHA should always request a notarized tenant declaration that includes a perjury statement.</p>					

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
<p>Social Security Benefits and Supplemental Security Income (SSI) Benefits</p>	<p>Use HUD EIV to obtain current benefit history and discrepancy reports.</p>	<p>The EHA mails or faxes a verification form directly to the local SSA office to obtain Social Security benefit information.</p> <p>(Not Available in some areas because SSA makes this data available through EIV SSA encourages EHA to use EIV.)</p>	<p>The EHA may call SSA, with the tenant on the line, to obtain current benefit amount.</p> <p>(Not Available in some areas because SSA makes this data available through EIV. SSA encourages EHA to use EIV.)</p>	<p>The EHA may accept an original SSA Notice from the tenant.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>	<p>The EHA may accept a notarized statement or affidavit from the tenant that declares monthly Social Security benefits.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
<p>Welfare Benefits</p>	<p>Use of Computer Matching Agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail, fax, or in person.</p>	<p>The EHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.</p>	<p>The EHA may call the local Social Services Agency to obtain current benefit amount.</p>	<p>The EHA may review an original award notice or printout from the local Social Services Agency provided by the tenant.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>	<p>The EHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The EHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The EHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	<p>The EHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>	<p>The EHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
<p>Unemployment Benefits</p>	<p>Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.</p> <p>Use of HUD systems, when available.</p>	<p>The EHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.</p>	<p>The EHA may call the State Wage Information Collection Agency to obtain current benefit amount.</p>	<p>The EHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>	<p>The EHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits.</p> <p>Note: The EHA must document in the tenant file, the reason third party verification was not available.</p>

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The EHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The EHA may call the pension provider to obtain current benefit amount.	The EHA may review an original benefit notice from the pension provider provided by the tenant. Note: The EHA must document in the tenant file, the reason third party verification was not available.	The EHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. Note: The EHA must document in the tenant file, the reason third party verification was not available.

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The EHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The EHA may call the source to obtain asset and asset income information.	The EHA may review original documents provided by the tenant. Note: The EHA must document in the tenant file, the reason third party verification was not available.	The EHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. Note: The EHA must document in the tenant file, the reason third party verification was not available.

Income Type	Enterprise Income Verification Level 5	Written Third Party Level 4	Oral Third Party Level 3	Document Review Level 2	Tenant Declaration Level 1
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the EHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	Note: The independent source completes the form and returns the form directly to the EHA The tenant should not hand carry documents to or from the independent source.	The EHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The EHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.
Note: EHA will not pass verification costs along to the participant.					
Note: In cases where the EHA cannot reliably project annual income, the EHA may elect to complete regular interim reexaminations.					

Estimating Medical Expenses for Simon Center only:

The EHA may use expenses the family anticipates to be paid during the 12 months after recertification or 2) the EHA may use unreimbursed medical expenses paid during the past 12 months to estimate medical expenses or 3) Past -one-time- nonrecurring medical expenses that have been paid in full may be used in the calculation of the medical expense deduction if the one-time expense was not used for an interim recertification in the prior year.

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Englewood Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Englewood Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Englewood Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Englewood Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

See criteria for admissions and continued occupancy

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) days of certification or reexamination. Verification dates on the documents should be within 60 days from the date of the interview. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will only verify and update those elements reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen 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 regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

12.7 RECORD RETENTION

HUD requires PHAs that includes EHA, that operate Public Housing, Indian Housing, or Section 8 Rental Certificate, Housing Choice Voucher (HCV), Rental Voucher, and Moderate Rehabilitation programs to electronically submit certain data to HUD for those programs. These electronically submitted data are required for HUD forms: HUD-50058, including the Family Self-Sufficiency (FSS) Addendum. Applicable program entities must retain at a minimum, the last three years of the form HUD-50058, and supporting documentation, during the term of each assisted lease, and for a period of at least 3 years from the end of participation (EOP) date, to support billings to HUD and to permit an effective audit. Electronic retention of form HUD-50058 and HUD-50058-FSS and supporting documentation fulfills the record retention requirement.

EHA shall use the same policy of 3 years from the EOP for other programs- unless otherwise specifically required in the program to provide alternative periods.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE (PUBLIC HOUSING)

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three 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 formula based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

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.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.

In the case of a family who has qualified for the income exclusion at Section 11.2(G)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

At present time, the Englewood Housing Authority has set minimum rent for Public Housing units at \$50.00 and has set minimum rent for Simon Center units at \$25.00.

Should the minimum rent be set at an amount higher than zero, residents would have an opportunity to request a hardship exemption, and the following policies and procedures would apply.

If the family requests a hardship exemption, the Englewood Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- 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;
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - 5. 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 be not be imposed for a period of 90 days from the date of the family's request. 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 the 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.

13.4 THE FLAT RENT (PUBLIC HOUSING)

The Englewood 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 condition, amenities, services, and neighborhood. The Englewood Housing 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 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Englewood Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

Mixed families (those that include both citizens/eligible immigrants and noneligible immigrants) may live in assisted housing, but will receive prorated assistance. This means that they will pay a higher income-based rent than a family with similar circumstances that includes only citizens and/or eligible immigrants. Calculation of rent for mixed families will be conducted in accordance with 24 CFR Part 5.520.

Mixed families that elect to pay flat rent will not have assistance prorated if the flat rent is greater than the public housing maximum rent as referenced in Part 5.520. If the flat rent is less than the public housing maximum rent, rent is prorated in accordance with the method described in Part 5.520(d). In this instance the flat rent is the total tenant payment (TTP) and is subtracted from the public housing maximum rent.

Annual income for mixed families is determined in the same manner as for families with no ineligible members. The income of ineligible family members is included even though no assistance may be paid on their behalf.

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

- A. The family was receiving assistance under a Section 214 covered program on June 19, 1995;
- B. The family's head of household or spouse has eligible immigration status; and
- C. The family does not include any person (who does not have eligible immigration status) other than the head of household, any spouse of the head of household, any parents of the head of household, any parents of the spouse, or any child (under the age of 18) of the head or spouse.

A family entitled to continued assistance before November 29, 1996 is entitled to

continued assistance as described in paragraph (a) of this section. A family entitled to continued assistance after November 29, 1996 shall receive prorated assistance as described in Part 5.520.

If a mixed family qualifies for prorated assistance (and does not qualify for continued 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. Other affordable housing is used in the context of transition of an ineligible family from a rent level that reflect HUD assistance to a rent level that is unassisted; the term refers to housing that is not substandard, that is of appropriate size for the family and that can be rented for an amount not exceeding the amount that the family pays for rent, including utilities, plus 255. 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 Englewood Housing 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 Englewood Housing Authority will provide additional search periods up to the maximum time allowable.

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 + utility allowance) for the Englewood 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 eligible 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.
- E. When the mixed family's TTP is greater than the maximum rent, EHA must use the TTP as the mixed family TTP.

13.6 UTILITY ALLOWANCE

The Englewood Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities.

The Englewood Housing Authority will adopt the same utility allowance schedule, which is prepared by the Nelrod Corporation, and utilized by the State of Colorado, Division of Housing Allowances will be evaluated at least annually.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Englewood Housing 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.

For Englewood Housing Authority paid utilities, the Englewood Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Englewood Housing Authority will be billed to the tenant monthly.

Families with high utility costs are encouraged to contact the Englewood Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Englewood Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Englewood Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Orchard Place management office between the 1st and 5th of the month or at the Englewood Housing Authority administrative office at 3460 South Sherman Street, Suite 101. After the 5th of the month, rent will only be accepted at the administrative office. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment. No partial payments will be accepted.

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a late charge of \$1 a day from the first day of the month will be

assessed to the tenant. 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 and will incur the late charge plus an additional charge of \$35 for processing costs. After a tenant has had a personal check returned for insufficient funds, the housing authority will only accept a money order or cashier's check for the payment of rent for six months from the date of the infraction.

A tenant who pays rent late three times within a 12-month period is subject to lease termination and eviction.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

NOTE: COMMUNITY SERVICE APPLICABLE TO PUBLIC HOUSING PROGRAMS ONLY

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity of 30 or more hours per week
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program,

including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Englewood Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Englewood Housing Authority shall notify all such 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 explain an exempt status. The Englewood Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's 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.

All public housing residents that are not otherwise exempt are required to complete 8 hours of community service or participation in self-sufficiency activities per month. The household will be required to provide a self-certification in accordance with 24 CFR §960.605 & §960.607.

14.4 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 Englewood Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Englewood Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and

record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Englewood Housing Authority will do the following:

- A. Provide information about obtaining suitable volunteer positions.
- B. Provide a volunteer reporting form 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.
- C. At least thirty (30) days before the family's next lease anniversary date, staff will review whether each applicable adult family member is in compliance with the community service requirement and report status to the Occupancy Specialist.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Englewood Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- 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 or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Englewood Housing Authority will offer the family member(s) 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 agrees to contribute to community service for as many hours as needed to comply with the requirement over 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 goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable 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 by more than three (3) hours after three (3) months, the Englewood Housing Authority shall take action to terminate the lease.

15.0 RECERTIFICATIONS

At least annually, the Englewood Housing Authority will conduct a reexamination of family income and circumstances for tenants choosing the formula method of rent, unless the family is paying flat rent. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size. Families paying flat rent will be recertified every three years.

15.1 GENERAL

The Englewood Housing Authority will send a notification letter to the family 90-120 (for Simon Center, the requirement is at least 120 days prior to the annual anniversary date) days prior to the effective reexamination date letting them know that it is time for their annual reexamination. The letter will state a deadline for the submittal of required reexamination paperwork. The letter will state that if the information is not submitted by the stated deadline, the family's rent could be raised to market rent. If the information is not received by the stated deadline, a second letter will be sent, providing a final deadline for submittal of information. This letter also will state that if the information is not submitted by the final deadline, the family's rent will be raised to market rent on the effective date of the reexamination. If the required information is not received by the final deadline stated in the second letter, a third letter will be sent notifying the family that their rent will be raised to market rent on the effective date of the reexamination.

Once the required information is received, the housing authority will send a letter scheduling an appointment to review the reexamination calculation and new rent. At the appointment, the family will be afforded an opportunity to make a decision regarding which rent method they will choose. The letter will include instructions permitting the family to reschedule the interview if necessary. The letter also will advise families that failure to keep the scheduled appointment or reschedule the appointment will result in the Englewood Housing Authority's raising the tenant's rent to market rent. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Englewood 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.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the first letter and fails to attend the scheduled meeting, a second letter will be mailed. 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 by the family to attend the second scheduled interview will result in the Englewood Housing Authority raising the tenant's rent to market rent until the required documentation and signatures are obtained. If the family fails to attend the second scheduled meeting, they will be notified in writing that their rent will be raised to market rent. Failure to comply with the recertification also may result in the housing authority taking eviction actions against the family.

NOTICE REQUIREMENTS FOR SIMON CENTER

Notice	Date the Notice Is Due to the Tenant	Sample Timeline
Initial Notice for Upcoming Recertification	At initial lease signing and at every annual recertification thereafter. (Obtain tenant signature acknowledging receipt.)	Assumes a December 1 Recertification Anniversary Date The initial notice should have been signed by the tenant at the previous year's certification/recertification date, <i>December 1</i> .
First Reminder Notice	120 days prior to the tenant's recertification anniversary date.	The first reminder notice should be sent out by <i>August 1</i> .
Second Reminder Notice <i>(If no response to First Notice.)</i>	At least 90 days prior to the tenant's recertification anniversary date.	The second reminder notice should be sent out by <i>September 1</i> .
Third Reminder Notice <i>(If no response to Second Notice.)</i>	At least 60 days prior to the tenant's recertification anniversary date.	The third reminder notice should be sent out no later than <i>October 1</i> .

15.2 STREAMLINED ANNUAL REEXAMINATION FOR FIXED SOURCES OF INCOME

Fixed income sources of income (including Social Security payments including SSI and SSDI, federal, state, local and private pension plans, and other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments) will be determined by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income will be obtained either from a public source or from tenant-provided third party generated documentation. In the absence of such verification for any source of income, third-party verification of income amounts will be obtained.

Upon request from the family, the EHA will perform third-party verification of all income sources.

Non-fixed sources of income must continue to be third-party verified.

15.3 FLAT RENTS (PUBLIC HOUSING)

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Englewood Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Englewood Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Englewood Housing Authority may assist the family in identifying the rent method that

would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Englewood Housing Authority representative, they may make the selection on the form and return the form to the Englewood Housing Authority. In such case, the Englewood Housing Authority will cancel the appointment.

15.4 THE FORMULA METHOD

During the recertification interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Englewood Housing 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.

The family will pay the greater of the total tenant payment or the minimum rent of \$0.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. 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 family caused the delay, 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.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Englewood Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes may trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. Any increases/decreases in income or allowable expenses. Interim changes will be limited to those where family income changes by \$40.00 (more or less) per month. For Section 8 New construction, the interim change requirement is \$200 per month.
- B. A member has been added to the family through birth or adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship status. (Their housing will not be delayed by delays other than those caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Englewood Housing 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 formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 14.8 below.

For Simon Center, EHA must process an interim recertification if a tenant reports:

- A change in family composition;
- *An increase in a family's cumulative income of \$200 or more a month;*
- An increase in allowances (e.g., number of dependents, a new disability assistance expense);
- Most decreases in income except in the circumstance described in subparagraph D below; or
- A change in citizenship or eligible immigration status of any family members.

If a tenant reports a change in income that does not increase the household's cumulative income by \$200 or more a month, the EHA should not process an interim recertification to increase the tenant's rent. If a tenant reports any other change addressed above along with an increase in income that does not increase the household's cumulative income by \$200 or more

a month, the EHA should not include the increase in income in processing the interim recertification.

Example: The tenant reports that a family member has gone to work part-time. The EHA verifies the employment income and learns that the household's cumulative income will only increase by \$150 per month. The EHA should not process an interim recertification.

Example: The tenant reports they have a new baby and also that a family member has gone to work part-time. The EHA verifies the employment income and learns that the household's cumulative income will only increase by \$100 per month. The EHA should process an interim recertification to include the new baby as a dependent but should not include the increase in income.**

Upon receiving a tenant request for an interim recertification, EHA must process a recertification of family income and composition within a reasonable time, which is only the amount of time needed to verify the information provided by the tenant. Generally, this should not exceed 4 weeks.

If the reason for interim recertification is a proposed change in family composition, the EHA must screen the proposed additional person(s), including live-in aides, for drug abuse and other criminal activity.

The owner may also apply additional EHA established screening used for applicants to proposed new persons. In the case of live-in aides, the EHA established screening criteria may also be applied, except for the criteria to pay rent on time.

EHA may refuse to process an interim recertification when the tenant reports a decrease in income only if the following apply:

- The decrease was caused by a deliberate action of the tenant to avoid paying rent. For example, the owner receives documented evidence that a tenant quit a job in order to qualify for a lower rent.
- The EHA has confirmation that the decrease will last less than one month. For example, the EHA receives confirmation from the tenant's employer that the tenant will be laid off for only two weeks.

If the EHA determines that the decrease in income will last less than one month, the EHA may choose, but is not obligated, to process an interim recertification.

The EHA must, however, implement this policy consistently for all tenants in the property who experience a decrease in income that will last for less than one month.

EHA should not recertify a tenant receiving welfare assistance in an as-paid welfare program when the Public Assistance Agency reduces the tenant's shelter and utility allowance because it is greater than the tenant's actual rent.

EHA may delay, but not refuse, to process an interim recertification if they have confirmation that a tenant's income will be partially or fully restored within two months. Processing may be delayed only until the new income is known.

When EHA decides to delay processing, the following apply:

- **May require the tenant to pay the current amount of rent until the interim recertification is complete.**
- **Must not evict the tenant for nonpayment of rent.**
- **Must not charge the tenant a late fee for paying rent after the 5th of the month because the owner elected to delay processing, knowing the tenant has experienced a change in income.**

Once EHA is able to verify the tenant's new income, they must do as follows:

- **Recertify the tenant, as described 4350.3 Rev-1.**
- **Retroactively apply any reduction in rent to the first day of the month after the date of the action that caused the decrease in income.**
- **Notify the tenant in writing of any rent due for the period of delay. If the tenant fails to pay this amount within 30 days of notification, the owner may pursue eviction for nonpayment of rent.**

15.7 SPECIAL REEXAMINATIONS

Zero/Extremely Low Income Families: Unless the family has income that is excluded from rent computation, families who report zero income or extremely low income will have the income re-verified through EIV every 90 days for income changes and are further required to complete a written no/low income checklist and worksheet/certification every 90 days and undergo an interim recertification every 90 day, i.e., expenses for food, cleaning, grooming, and paper products, transportation, entertainment, clothing, smoking, communications, shelter, medical and miscellaneous s. (See Other Interim Reporting Issues below).

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Englewood Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the month after the family receives a full 30-day notice of the new rent amount. If the family causes a delay, then the rent increase 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.

In order for a family's rent to be decreased by the 1st of the month following the event triggering a recertification, the event must be reported to EHA by the 20th of the month prior to the month the adjustment takes effect. If EHA does not receive the information prior to the 20th of that month, the rent decrease will not take place for the following month but will take place 30 days subsequent to the first of the following month. For example: if a family notified EHA before the 20th of February of an event that would decrease the rental amount, a decrease would be effective March 1st. If the resident notified us after February 20th, the decrease would be effective April 1st.

16.0 UNIT TRANSFERS

16.1 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 a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary 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 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.

Category 2: 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 or to enable modernization work to proceed.

The EHA's policy regarding accessible units is as follows:

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, when an accessible unit becomes available, EHA will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;
- If there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under EHA's control, who has a disability that requires the special features of the vacant accessible unit;
- If there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit; .

If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, the EHA will require the applicant to execute the EHA public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the EHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Englewood Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Englewood Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 DOCUMENTATION

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

16.4 REJECTING A TRANSFER

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

- A. If the transfer is being made at the request of the Englewood Housing Authority and the family rejects two offers without good cause, the Englewood Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Englewood Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- B. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer for any reason. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.5 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);
or
- 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 Englewood Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Englewood Housing Authority has caused the unit to be unsafe or inhabitable.
- C. To accommodate a reasonable accommodation.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.6 TENANTS IN GOOD STANDING

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

16.7 TRANSFER REQUESTS

A tenant may request a transfer at any time by means of a written request. In considering the request, the Englewood Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Englewood Housing 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 Englewood Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.8 RIGHT OF THE ENGLEWOOD 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.

17.0 INSPECTIONS

An authorized representative of the Englewood Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, and the statement will be signed by both parties with a copy retained in the Englewood Housing Authority file and a copy given to the family member. An authorized Englewood Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law.

The resident's security deposit can be used to offset against any Englewood Housing Authority damages to the unit.

17.1 MOVE-IN INSPECTIONS

The Englewood Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file. For the initial rent determination (pro-rated month), the amount to be paid within the month will be the monthly amount divided by the days in the month, and then multiplied by the remaining days in the month.

17.2 ANNUAL INSPECTIONS

The Englewood Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Englewood Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies. In addition to any maintenance deficiencies, the annual inspection will include a housekeeping component to ensure the family is maintaining the unit in a safe and sanitary condition. Families who are cited for poor housekeeping will be advised in writing of what conditions need to be rectified, and may be placed on a more frequent inspection schedule until the situation improves. This action will be at the sole discretion of the Englewood Housing Authority.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This inspection is conducted periodically as needed and is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; pest control, and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Englewood Housing Authority. The Englewood Housing Authority may schedule special housekeeping inspections under certain circumstances which the housing authority believes could impact the health and safety of building residents. In addition, the housing authority may schedule follow-up inspections as necessary until the health and safety conditions have returned to normal.

17.5 NOTICE OF INSPECTION

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

17.6 EMERGENCY INSPECTIONS

If any employee and/or agent of the Englewood Housing Authority has reason to believe that an emergency exists within the 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.

17.7 PRE-MOVE-OUT ASSESSMENT

When a tenant gives notice that they intend to move, the Englewood Housing Authority will schedule a pre-move-out assessment. The inspection allows the Englewood Housing Authority to identify any problems which could result in charges to the family, if not addressed by the family prior to moving out, as well as to assess the extent of work to be done to prepare it for the next tenant. This inspection has been found to be helpful both in reducing costs to the family and in enabling the Englewood Housing Authority to ready units more quickly for the future occupants.

17.8 MOVE-OUT INSPECTIONS

The Englewood Housing Authority conducts the move-out inspection with the tenant at move-out to assess the condition of the unit and determine responsibility for any needed repairs. The tenant is notified of the inspection and should be present, as this inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY

18.1

EXCLUSION FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

EHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit EHA's developments and dwelling units. 24 CFR 5; 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other residents peaceful enjoyment of the property. EHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing EHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability

(example, seeing eye dog); and

- The animal actually assists the person with a disability.

Companion Service Animal

EHA adopts the following language from **NOTICE PIH 2006-13 (HA)**, issued March 8, 2006:

“Pets: Regular PHA pet policies do not apply to animals that are used to assist persons with disabilities and are necessary as a reasonable accommodation. [An “Assistance Animal” is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a “pet” and thus, is not subject to the PHA’s pet policy. Assistance animals are animals that work, provide assistance, perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability.]

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with a disability.

Assistance animals are exempt from a PHA’s “pet” restrictions or a PHA’s policy requiring pet deposits or monthly pet fees. However, all reasonable lease provisions relating to health and safety apply to assistance/service animals such as maintaining the premises in a clean and sanitary condition and ensuring that neighbors enjoy their premises in a safe and peaceful manner.”

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing EHA’s reasonable accommodation process.

EHA will require verification that the applicant is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Upon receipt of verifications, EHA will approve the animal.

Residents requiring more than one pet as either a "companion animal" or "service animal" must request the animal by completing EHA's reasonable accommodation process.

ASSISTANCE ANIMALS AS A REASONABLE ACCOMMODATION (ADDITIONAL PROVISIONS FOR SIMON CENTER)

Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” "assistance 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 hard of hearing to sounds, 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.

A housing provider may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the disability-related assistance or provides the disability-related benefit needed by the person with the disability.

A housing provider's refusal to modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless:

1. The animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation,
2. The animal would cause substantial physical damage to the property of others,
3. The presence of the assistance animal would pose an undue financial and administrative burden to the provider, or
4. The presence of the assistance animal would fundamentally alter the nature of the provider's services.

The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship between the person's disability and his or her need for the animal.

A housing provider may not require an applicant or tenant to pay a fee or a security deposit as a condition of allowing the applicant or tenant to keep the assistance animal. However, if the individual's assistance animal causes damage to the applicant's unit or the common areas of the

dwelling, at that time, the housing provider may charge the individual for the cost of repairing the damage if the provider regularly charges tenants for any damage they cause to the premises.

18.2 PETS IN SENIOR BUILDINGS AND PUBLIC HOUSING

The Englewood Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference. Pets also will be allowed in public housing family units.

18.3 APPROVAL AND PET REGISTRATION

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Pet Application Form that must be fully completed before the Housing Authority will approve the request. All pets must be registered and viewed by an Englewood Housing Authority representative upon admission and thereafter annually on the anniversary date of admission. The following documents shall be completed for the pet's registration:

- A. Pet application;
- B. Physician's statement verifying that resident is capable of caring for a pet (elderly/disabled residents only);
- C. Veterinarian's statement that spaying/neutering of pet has been completed (Note: if the pet is too young to be spayed/neutered at the time of admission, a signed agreement that the pet will be spayed/neutered at the earliest time deemed safe by the veterinarian will be required);
- D. Two statements from persons who agree to care for the pet in case of an emergency or in the case of the resident's extended absence from the unit;
- E. Proof of current applicable inoculations.

18.4 TYPES AND NUMBER OF PETS

The Englewood Housing Authority will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered/spayed.

Only one (1) dog or cat per unit is allowed. A maximum of two birds is allowed. There is no limit on the number of fish; however, the size of the fish tank may not exceed 10 gallons.

Any animal deemed to be potentially harmful to the health or safety of others and those animals prohibited as pets by city or county codes, including attack or fight trained dogs, will not be allowed. The Englewood Housing Authority reserves the right to make this determination on a case-by-case basis.

No animal may exceed thirty (30) pounds in weight and stand more than 18 inches at the shoulder.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances. Dogs are required to have inoculations for heartworm, parvo and rabies. Proof of inoculations must be provided by the family each year at recertification. Pets must wear a valid rabies tag and all pets shall bear a tag containing the owner's name, address and phone number.

18.6 PET DEPOSIT AND MONTHLY FEE

A pet deposit in an amount equal to the tenant's normal security deposit is required at the time of registering a pet for resident living in multi-unit high-rise developments. The family may request a payment plan for the pet deposit consisting of an initial deposit and monthly payments in the amounts prescribed by HUD. The deposit will be placed in an escrow account and is refundable, with interest, when the pet or the family vacates the unit, less any amounts owed due to reimbursing the Housing Authority for reasonable expenses directly attributable to the presence of the pet on the property. Such expenses could include, but not be limited to, the cost of repairs and replacements to the unit, cleaning, fumigation and deodorizing of the unit, and the cost of animal care.

A monthly fee of \$25 will be required by any duplex family choosing to have a pet.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

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

18.8 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 pet owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Englewood Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the pet owner having to remove the pet or move

him/herself. Pet owners will be strictly liable for the entire amount of any injury to a person or property of other residents, visitors or staff caused by the owner's pet, and shall indemnify the Englewood Housing Authority for all costs of litigation and/or attorney's fees resulting from such damage.

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the pet's ability to live in an apartment situation. Acceptance, regardless of documentation and consultation, will be the prerogative of management. Previously admitted pets which suffer illness or injury must be taken immediately for veterinarian care at the owner's expense.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the pet owner's unit or on a leash at all times when outside (no outdoor cages may be constructed). Pets may not be brought into public lobbies, community rooms, or other public common areas, but may pass through the front lobby areas. All pet-owner residents in high-rise buildings must use the smaller of the two building elevators at all times, whether their pets are present or not in order to respect the rights of other residents with allergies or sensitivities. Pet owners must clean up after their pets and are responsible for disposing of pet waste. Failure to comply with this rule may result in lease termination.

18.10 VISITING PETS

Visiting pets are not allowed on the premises. Families who allow visiting pets and violate this policy will be in violation of their lease, and risk termination of their lease.

18.11 REMOVAL OF PETS

The Englewood 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 project or of other persons in the community where the project is located.

18.12 ABSENCE OF OWNER/EMERGENCY

Resident agrees that if, for any reason, the pet is left unattended for more than 12 hours, management may call the designated alternative care providers who will then be permitted to enter the apartment and be required to remove the pet from the premises. If alternative care providers cannot be reached, the pet may be placed in an appropriate boarding facility with all fees and costs borne by the pet owner. Within five (5) days of such an emergency, the resident, his family, agent or estate must make arrangements with holder of said pet as to its disposition and shall be responsible for all obligations, financial and otherwise. The resident pet owner absolves management and/or its agents of any liability, financial or otherwise, for actions taken on behalf of the pet owner, or for the well-being of the pet.

In the event that management determines that the pet owner can no longer care for their pet due to health problems, the pet shall be permanently turned over to one of the two persons who have agreed to care for the pet.

18.13 CAT LITTER AND DOG-CURBING

Cats are required to be litter-box trained. Residents agree to dispose of cat feces daily by putting litter in a bag, closing it securely and placing it in the dumpster. Residents agree that the full contents of the litter box will be disposed of in the same manner, and residents will never, under any circumstances, flush litter down the toilet or put it down the trash chute.

Dogs are required to be house-broken and must be able to exercise outside the building. All dog feces shall be picked up and placed in a receptacle by the pet owner immediately.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Englewood Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Englewood Housing Authority allow them to enter into a Repayment Agreement. The Englewood Housing Authority has the sole discretion of whether to grant such a request. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months as long as the terms of the repayment agreement are in accordance with the provisions listed below regarding affordability of the monthly payment. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

- The tenant's monthly payment must be what the tenant can afford to pay based on the family's income.
- The monthly payment plus the amount of the tenant's total tenant payment (TTP) at the time the repayment agreement is executed **should not exceed 40 percent** of the family's monthly adjusted income.

New repayment agreements will:

- (1) Specify the total retroactive rent amount owed, the amount of lump sum paid at time of execution of the agreement, if applicable, and the monthly payment amount.
- (2) Reference the paragraphs in the lease whereby the tenant is in non-compliance and may be subject to termination of their lease.
- (3) Contain a clause whereby the terms of the agreement will be renegotiated if there is a decrease or increase in the family's income of \$200 or more per month.
- (4) Include a statement that the monthly retroactive rent repayment amount is in addition to the family's monthly rent payment and is payable to the EHA.
- (5) Late and missed payments constitute default of the repayment agreement and may result in termination of assistance and/or tenancy.

(6) Be signed and dated by the tenant and the EHA. The EHA will not apply a tenant's monthly rent payment towards the repayment amount owed that would result in an accumulation of late rent payments. The monthly payment due on the repayment agreement is in addition to the tenant's monthly rent payment.

20.0 TERMINATION

20.1 *TERMINATION BY TENANT*

The tenant may terminate the lease at any time upon submitting a 30-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.

20.2 *TERMINATION BY THE HOUSING AUTHORITY*

The Englewood Housing Authority, after 10/1/2000, will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Violence against Women Reauthorization Act of 2005 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence.

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

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;
- Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing project and the Tenants;

- Failure to abide by applicable building and housing codes materially affecting health or safety;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
- The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy
- Inviting, allowing, or creating a situation that causes any person or persons who have been banned from EHA property to be present on the EHA property. An up-to-date banned list is maintained at the EHA's main office and is included in the EHA's newsletters.
- Alcohol abuse that EHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Non-compliance with Non-Citizen Rule requirements.
- Non-compliance with the restricted/banned persons from the developments
- Other good cause.

A.

The Englewood 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.

Notification Requirements

EHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and

protections afforded by the regulations and this policy. (See section on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant.

All notices of lease termination for cause of actions protected by VAWA for violent activity will include a statement of the protection against termination provided by VAWA for victims of domestic violence, dating violence, sexual assault or stalking. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against family members, affiliated individual or others or (b) incidents of domestic violence, dating violence, sexual assault or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with the EHA policies.

Timing of the Notice

If EHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as 3 calendar days, considering the seriousness of the situation when the health or safety of other residents or EHA employees is threatened;

At least thirty days prior to termination in all other cases.

EHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Criminal Activity

EHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

EHA will terminate assistance of participants in cases where EHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where EHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

EHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 6 months.

"Engaged in or engaging in a recent history of" drug related criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in a recent history of" criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of EHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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

EHA will waive the requirement regarding drug-related criminal activity if:

- The person demonstrates successful completion of a credible rehabilitation program approved by EHA, or
- The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING [Pub.L. -113-4 Title VI, 601, 127 Stat. 54, 101 (codified in 42 U.S.C. 14043e-11)]

The Violence against Women Reauthorization Act of 2013 (VAWA), provides that “criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant, immediate family member or affiliated individual of the tenant’s family is the victim or threatened victim of that abuse.” VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the EHA’s authority to terminate the tenancy of any tenant if the EHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

VICTIM DOCUMENTATION

EHA Policy

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a tenant, affiliated individual or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the EHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking.

One of the following:

A police or court record documenting the actual or threatened abuse; or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the EHA within 14 business days after the EHA request is received by the victim. Upon written request from the tenant, the EHA will extend the 14-day deadline for an additional 10 business days as long as the extension request is submitted within the initial 14 business-day period.

If the individual does not provide the required certification and supporting documentation within 14 business days or the approved extension period, the EHA may proceed with termination of the family's lease.

If the EHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the EHA will bypass the standard process and proceed with the immediate termination of the family's lease.

TERMINATING OR EVICTING A PERPETRATOR OF DOMESTIC VIOLENCE

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA gives the EHA the explicit authority to bifurcate a lease, or to remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim

of such violence who is also a tenant or lawful occupant.” This authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance [Pub.L. 109-271].

PHA Policy

When the actions of a tenant or other family member result in a determination by the EHA to terminate the family’s lease and another family member claims that the actions involve criminal acts of physical violence against family members or others, the PHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame or any approved extension period, the EHA will bifurcate the lease and evict or terminate the occupancy rights of the perpetrator. If the victim does not provide the certification and supporting documentation, as required, the EHA will proceed with termination of the family’s lease.

If the EHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant’s tenancy is not terminated, the EHA will bypass the standard process and proceed with the immediate termination of the family.

EHA CONFIDENTIALITY REQUIREMENTS

All information provided to the EHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by EHA at the development where the family was residing, and shall contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);
- Date and method of notifying the resident;

- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

IF EHA DETERMINES THAT A FAMILY MEMBER HAS KNOWINGLY PERMITTED AN INELIGIBLE INDIVIDUAL TO RESIDE IN THE FAMILY'S UNIT ON A PERMANENT BASIS, THE FAMILY'S ASSISTANCE WILL BE TERMINATED FOR 24 MONTHS. THIS PROVISION DOES NOT APPLY TO A FAMILY IF THE ELIGIBILITY OF THE INELIGIBLE INDIVIDUAL WAS CONSIDERED IN CALCULATING ANY PRORATION OF ASSISTANCE PROVIDED FOR THE FAMILY.

20.3 ABANDONMENT

If there appears to be abandonment of the unit or personal property at the unit, the Authority will consult legal counsel to review evidence of abandonment. Some evidence of abandonment shall be: a resident has not been at the unit for a significant period of time and items have been removed from the unit; the resident is behind in rent and has indicated by words or actions an intention not to continue living in the unit; or similar indications of an intention not to continue living in the unit.

The Housing Authority will make a good faith effort to notify the tenant to retrieve the personal property in the unit or it will be disposed of. The Housing Authority will make a record of the efforts to notify the tenant. This should generally be by written notice or talking to the tenant directly about it.

The Housing Authority, with advice of counsel, will evaluate each situation involving possible abandonment, as each situation must be assessed on a case-by-case basis, and recommendations may be different for each case.

The Housing Authority may separately set forth further procedures, with advice of counsel, for handling abandonment cases in order to assure they are properly done.

20.4 RETURN OF SECURITY DEPOSIT

The Englewood Housing Authority shall, within 30 days after the termination of the lease or surrender and acceptance of the premises, whichever occurs last, (or within 60 days when the lease specifies such longer period), return to the family the full security deposit or provide the family with a written statement listing the exact reasons for the retention of any portion of the security deposit.

If federal or state law requires the payment of interest on security deposits, it shall be complied with.

The Englewood Housing 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 within 60 days.

20.5 SPECIAL CLAIMS FOR UNPAID RENT AND TENANT DAMAGES AND VACANCY LOSSES DURING RENT-UP

The EHA must submit claim within 180 days after the unit becomes available for occupancy to obtain reimbursement for damages.

GRIEVANCE PROCEDURE AND PROCESS (PUBLIC HOUSING)

This section describes the policies to be used when families disagree with a decision by the EHA based on any action, decision, or inaction by EHA. It is the policy of EHA to ensure that all families have the benefit of all protections due to them under the law.

If a Complainant does not follow the procedures set forth in this policy and/or does not request a hearing, then the Authority's action, inaction, or decision shall be considered final on part of EHA. Failure of a Complainant to request a hearing does not constitute a waiver of his/her right to contest the Authority in an appropriate judicial proceeding.

FOR ALL ASPECTS OF THE GRIEVANCE AND APPEALS PROCESS, A DISABLED PERSON SHALL BE PROVIDED REASONABLE ACCOMMODATION TO THE EXTENT NECESSARY TO PROVIDE THE DISABLED PERSON WITH AN OPPORTUNITY TO USE THE GRIEVANCE PROCEDURES EQUAL TO A NON-DISABLED PERSON.

The EHA has determined that it will use a hearing officer which means a person selected in accordance with 24 CFR 966.55 of the grievance regulations to hear the grievance and render a decision with respect thereto. The EHA may use either of the following methods to appoint a hearing officer

- A method approved by a majority of tenants (in any building, group of buildings or project, or group of projects to which the method is applicable) voting in an election or meeting of tenants held for the intended purpose
- Appointment of a person who will be the officer selected in a manner required by the grievance procedure.

This document is divided into four (4) main sections:

- A. Complaints:** This section covers how to report a complaint of a general nature and the appropriate staff member or Department to whom the complaint should be referred.

- B. Applicants:** This section covers how an applicant would file a grievance, such as to appeal withdrawal from a Wait List. This section also covers the process for appealing determinations of ineligibility based on HUD's Restrictions to Non-Citizens.

- C. Tenants:** This section covers how a resident of EHA property would appeal a decision, action, or inaction. Such appeals may include, but are not limited to, appealing the action to evict or appeal of how the resident's portion of the rent was calculated.

- D. Definitions:** This section covers definitions used in the document "Complaints, Grievances and Appeals."

COMPLAINTS

EHA will respond promptly to all complaints.

Complaints from Resident Families. If a resident family disagrees with an action or inaction of EHA, complaints will be referred to the central office, or EHA staff member as appropriate. Complaints regarding the physical condition of the units may be reported to the central office or EHA staff member. If the complaint cannot be resolved to the satisfaction of the resident, the resident shall have the right to appeal by following the grievance procedures outlined in Section C of this document.

Complaints from Staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Executive Director.

Complaints from the General Public. Complaints or referrals from persons in the community in regard to EHA or a family will be referred to the Executive Director, as appropriate.

Selecting the hearing officer or panel: [966.55(b)(2)(ii)]

A grievance hearing shall be conducted by an impartial person or persons appointed by the EHA after consultation with resident organizations, as described below:

- A. The EHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include EHA Board members, EHA staff members, professional arbitrators, or others. The EHA Hearing Panel shall consist of one person appointed by the Mayor, one Resident, and one person approved by the EHA Board.

The EHA will check with each nominee to determine whether there is interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work, reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the EHA shall be submitted to the EHA's resident organizations, if one exists. Written comments from the organizations shall be considered by the EHA before the nominees are appointed as hearing officers or panel members.
- C. When the comments from resident organizations have been received and considered, the nominees will be informed that they are the EHA's official grievance hearing committee. The EHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet EHA's admission standards, or where EHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. The written notification will state that the applicant may seek an Informal Hearing.

Applicants must submit their request for an Informal Hearing **in writing** to EHA within 10 working days from the date of the notification of their ineligibility. EHA will then provide an Informal Hearing within 10 working days of receiving the applicant's request. EHA will notify the applicant of the place, date, and time of the hearing.

Informal Hearings will be conducted by an impartial Hearing Officer. The person who is designated as the Hearing Officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes. The applicant's information, along with data compiled by EHA, will be considered by the Hearing Officer. A determination will be made based upon the merits of the evidence presented by both sides.

Within 10 working days of the date of the Informal Hearing, the Hearing Officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

SPECIAL HEARING AND APPEAL PROVISIONS FOR APPLICANTS NOTIFIED OF INELIGIBILITY BASED ON "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on an Immigration and Naturalization Service (INS) appeal.

INS Determination of Ineligibility [24 CFR 912.9(e)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, EHA notifies the applicant within 10 working days of their right to appeal to the INS. The family will have 30 days from the date of EHA's notification to request an appeal of the INS results. The request for appeal shall be made by the family communicating in writing directly to the INS. The family must provide EHA a copy of the written request for appeal, and proof of mailing. For good cause shown, EHA shall grant the family an extension of the time within which to request an appeal.

Documentation to be submitted to the INS as a part of an appeal to the INS:

1. Copy of original Form G-845S received from INS annotated at the top center in bold print: **HUD APPEAL**.
2. Include two stamped envelopes, one addressed to the applicant and one addressed to EHA.
3. Attach any and all documentation available to support the reason or basis for the appeal. This should include legible copies of both sides of the Form G-845S.

The INS will issue the results of the appeal to the family, with a copy to EHA, within 30 days of its receipt. If, for any reason, the INS is unable to issue a response within the 30-day time period, the INS will inform the family and EHA of the reason for delay.

When EHA receives a copy of the INS response, EHA will notify the family of its right to request an Informal Hearing on EHA's ineligibility determination in accordance with the procedures outlined in "Section B. Appeals by Applicants."

If the Hearing Officer decides that the individual is not eligible, and there are no other eligible family members EHA will:

1. Deny the applicant family, or
2. Defer termination if the family is a participant and qualifies for deferral, or
3. Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, EHA will offer to prorate assistance or give the family the option to remove the ineligible members.

A decision against an applicant under the INS appeal process or EHA's Informal Hearing, does not preclude the applicant from exercising the right to seek redress directly through judicial procedures [24 CFR 912.9(g)].

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide documentation and/or certification.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

TENANT GRIEVANCE POLICY AND PROCEDURES

EHA's Grievance Policy and Procedures, for 30-Day Notices (Two-Part Process) and for 3-Day Notices (Expedited Process), shall be applicable to all individual grievances between the Resident and EHA, *except* that it shall not apply to an order of eviction following a hearing in a court containing the elements of due process*. Denial of the hearing process does not preclude the resident from exercising the right to seek redress directly through judicial procedures.

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

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

Victims of domestic violence have access to the grievance process for an adverse action on admission to assisted housing, or termination of benefits of assisted housing. Only victims retain the right to the formal grievance process as provided under the Violence against Women's Act.

Furthermore, the grievance policy is not applicable to disputes between Residents not involving EHA, nor of class action grievances. The policy and procedures are not intended as a forum for initiating or negotiating policy changes between individual Residents or a group of residents and EHA's Board of Commissioners.

The Grievance Process for a 30-DAY NOTICE to a resident is a two-part process:

- 1. Informal Settlement:** The resident first requests an Informal Settlement (an informal discussion of the problem) with the program staff and attempts to resolve the matter with the program staff. The request may be presented orally or in writing to the program staff. The request must be made within five (5) working days of the time the Resident was notified of an Authority action, or became aware of the condition, situation, or circumstance alleged in the grievance, in order that the grievance may be discussed informally and settled without a hearing if possible.

A summary of the discussion between the resident and program staff will be prepared within a reasonable time following the Informal Settlement, not to exceed five (5) working days, and one copy will be given to the Resident and one retained in EHA's Resident lease file. The summary will specify the following:

1. The names of the participants.
2. The date of the meeting or meetings held between the participants.
3. The nature of the disposition thereof and the reason therefore.
4. The procedures by which a hearing under provisions of EHA's policy may be obtained if the resident is not satisfied.

- 2. Hearing:** If the resident is not satisfied with the decision of the program staff, the resident may then file a written request for a Hearing with EHA's Hearing Officer within five (5) working days of receipt of the program staff member's written decision. The **written request** shall be hand delivered or mailed to the attention of EHA's Hearing Officer, at EHA's Administrative Office.

The written request shall specify:

- The reasons for the grievance;
- The action of relief sought from the EHA; and
- Several dates and times in the following 5 days when the complainant can attend a

grievance hearing.

The Hearing Officer will have five (5) working days from receipt of the request in which to schedule the time, place, and date of the Hearing. Once held, the Hearing Officer will prepare of summary of the Informal Hearing within five (5) working days of the Hearing, inclusive of the following:

- The names of the participants.
- The date of the meeting held between the participants.
- The nature of the disposition thereof and the reason therefore.

Hearing Process: Procedures governing the hearing: [966.56]

The hearing shall be held before a hearing panel or hearing officer. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing EHA documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the EHA does not make the document available for examination upon request by the complainant, the EHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the EHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the EHA or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56(b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56(c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the EHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. [966.56(e)]

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56(f)]

The hearing panel or officer shall require the EHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56(f)]

The complainant or the EHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56(g)]

The EHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56(h)]

EXPEDITED GRIEVANCE PROCESS:

The Expedited Grievance Process for a 3-DAY NOTICE to a resident is a one-part process:

Because HUD has issued a due process determination that the law of the State of Colorado requires the Tenant be given an opportunity for a hearing in the court which provides the basic elements of due process before eviction from the dwelling unit, the formal grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of EHA, or;
2. Any violent or drug-related criminal activity on or off the public housing premises, or
3. Any activity of an extreme nature that poses a threat to the health/safety of others.

Only an expedited hearing may be requested for the above activities.

The expedited hearing process shall be listed on all 3-Day Notices and the procedure is as follows:

1. An informal settlement of grievance is not applicable under this provision. When the resident receives a 3-Day Notice and they are subject to the Expedited Grievance Process, the resident may file a written request for a Hearing with their central office Manager within two (2) working days of receipt of the 3-Day Notice.
2. The Expedited Hearing will be conducted by the Executive Director and shall take place within three (3) working days from the date the request was received.
3. The Executive Director will schedule the hearing within three (3) working days from

receipt of the request for the expedited hearing. The Executive Director will promptly notify the appropriate parties of the time, place and date of the review. The notice shall state that no postponements will be permitted and that failure to appear waives the right to the hearing.

4. A written decision shall be provided to all parties within **two (2) working days from the date of the hearing.**

DECISIONS

The decision of the Hearing Officer shall be binding on EHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless EHA's Board of Commissioners determines within a reasonable time, and promptly notifies the resident of its determination, that (a) the grievance does not concern EHA action or failure to act in accordance with or involving the resident's lease on EHA regulations, which adversely affect the resident's rights, duties, welfare or status; (b) the decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and EHA.

A decision by the Hearing Officer or Board of Commissioners in favor of EHA 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 whatever, any rights the resident may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter. [24 CFR 966.57]

Miscellaneous matters related to the Tenant Grievance Policy and Procedures:

1. Before a hearing is scheduled in any grievance involving the amount of rent which EHA claims is due, the resident shall pay to EHA an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act took place. The resident shall thereafter deposit the same amount of rent monthly in an escrow account established and maintained by EHA, to be disbursed at the direction of the Hearing Officer at such time as the grievance is resolved by decision of the Hearing Officer.

If the resident fails to deposit the amount required, he or she shall have waived his or her right to a Hearing. However, EHA in extenuating circumstances may waive these requirements. Unless so waived, the failure to make such payment shall result in a termination of the grievance procedure, provided however, that failure to make payment shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of his or her grievance in any appropriate judicial proceeding.

2. The Hearing Officer may render a decision without proceeding with the Hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

3. If the resident or EHA fails to appear at a scheduled Hearing, the Hearing Officer, for good cause and in the interest of justice, may make a determination to postpone the Hearing for a period of time not to exceed five (5) working days (except for an expedited hearing), or may make a determination that the party has waived its right to a Hearing. Both the resident and EHA shall be notified of any such determination by the Hearing Officer, provided that determination that the resident has waived his or her right to a Hearing shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

EVIDENCE

The EHA will use the concept of the preponderance of the evidence as the standard for making all admission, termination, and grievance decisions.

Preponderance of the evidence is defined as the greater weight of the evidence; that is, evidence that you believe because it outweighs or overbalances in your mind the evidence opposed to it. A preponderance means evidence that is more probable, more persuasive, or of greater probative value. It is the quality of the evidence that must be weighed. Quality may, or may not, be identical with quantity (the greater number of witnesses).

Consider all evidence. In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

Equally balanced. If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

DEFINITIONS FOR GRIEVANCE

“AUTHORITY” SHALL MEAN THE HOUSING AUTHORITY ABBREVIATED ALSO AS EHA.

“Complainant” shall mean any Tenant (as defined below) whose grievance is presented to the EHA in accordance with the requirements presented in this procedure.

“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:

- (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
- (2) Right of the Tenant to be represented by counsel;

- (3) Opportunity for the Tenant to refute the evidence presented by the PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
- (4) A decision on the merits.

“**Hearing Officer**” shall mean a person selected in accordance with 24 CFR Section 966.55 and this procedure to hear grievances and render a decision with respect thereto.

“**Hearing Panel**” shall mean a panel selected in accordance with 24 CFR Section 966.55 and this procedure to hear grievances and render a decision with respect thereto or a system adopted by the EHA.

“**Tenant**” shall mean the adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

“**Grievance**” shall mean any dispute that a Resident may have with respect to any EHA action, or failure to act, in accordance with the Resident’s lease or EHA regulations, policies, or procedures that adversely affect the Resident’s rights, duties, welfare, or status with EHA

“**Request for Hearing**” shall mean a written request filed in accordance with the provisions of the EHA’s Grievance Policy and Procedures. The Request for Hearing should state the reason for the grievance, and the action or relief sought.

CRIMINAL RECORDS MANAGEMENT POLICY

INTRODUCTION

In the course of its regular operations, EHA comes into possession of criminal records, as well as other documents related to criminal offenses of applicants (i.e. drug and alcohol abuse treatment documentation). While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

The Housing Authority may also be called upon to perform criminal record checks regarding applicants or tenants for housing that receives federal assistance from EHA. EHA shall maintain the records received for these residents or applicants in the manner prescribed in this policy.

A. ACQUISITION

ALL ADULT APPLICANTS SHALL COMPLETE THE REQUIRED FORMS AUTHORIZING THE RELEASE OF CRIMINAL RECORD HISTORY TO THE AUTHORITY UPON APPLYING FOR HOUSING, OR AT ANY TIME AN EXISTING RESIDENT HOUSEHOLD

WISHES TO ADD AN ADULT MEMBER TO THE LEASE. THROUGH ITS COOPERATIVE AGREEMENT WITH THE SAMPLE POLICE DEPARTMENT, A CHECK OF POLICE RECORDS WILL BE MADE. THIS CHECK IS DONE FOR THE PURPOSE OF SCREENING ADULT APPLICANTS FOR HOUSING.

All requests for criminal records and records relating to criminal history shall be sent to the designated Eligibility Specialist. Only the designated Eligibility Specialist, the Director of Operations, and the Hearings Officer, shall have access to these records (the Human Resources Manager has access to criminal records only for the purpose of screening employees/potential employees of the Housing Authority, and does not have access to criminal background checks conducted for the purpose of applicant screening). The designated Eligibility Specialist, Director of Operations, and Hearing Officer shall discuss the records with other Authority employees only as required to make a housing decision.

B. MAINTENANCE

The Authority will keep all criminal records or records relating to criminal history that are received confidential. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or entity except for official use in the application process, Hearing process, in accordance with the regulations, and/or in court proceedings. No copies will be made of the records except as required for official or court proceedings.

Criminal records or records relating to criminal history status are maintained in a separate file from other application or eviction information. These files are maintained in locked cabinetry in a secured office with limited access. The designated Eligibility Specialist and the Director of Operations are the only employees having access to the cabinet or to the office.

C. DISPOSITION

The records shall be destroyed immediately upon determination of applicant eligibility, unless otherwise required under other laws or regulatory requirements. If contested, the records shall be retained until all issues are resolved. In the event eligibility is denied, the records shall be destroyed at the conclusion of 60 calendar days, such time affording the applicant or resident the opportunity for a Hearing. The 60 calendar days may be extended in order to complete an action underway (i.e. Hearing, court proceeding), but the record shall be destroyed upon finalization of the action.

GLOSSARY

GLOSSARY of TERMS

1. Accessible dwelling units - When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, 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 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 ^{xii}.
2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities ^{xiii}.
3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility ^{xiv}.
4. 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 & degrees of disability ^{xv}.
5. Adjusted Income-

ANNUAL INCOME, LESS ALLOWABLE HUD DEDUCTIONS. HUD ALLOWABLE DEDUCTIONS INCLUDE

- Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed, to further his/her education, or seek employment. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) For gainfully employed, the amount of income earned by the family member released to work, or (2) for education or seeking employment, the amount determined to be reasonable by the PHA when the expense is incurred to permit education or seek employment.
- Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age, or who is eighteen years of age or older and disabled, handicapped, or a full-time student.
- Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such

expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

- Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.
 - For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.
- Medical Expense For Elderly and Disabled Families Only:
- Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed.
 - Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.
 - For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.
 - For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.
- For an Elderly/Disabled Family: An exemption of \$400 per household.
- The FHA does not have any optional deductions

6. Adult: A Person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.
7. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems^{xvi}.
8. Annual Income Includes:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized within this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 13 under Income Exclusions);

(5) Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);

(6) Welfare Assistance.

- a. Welfare assistance received by the household.
- b. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
- c. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare income to be included as income shall consist 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 paragraph shall be the amount resulting from one application of the percentage;
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7)) under Income Exclusions.
- (9) For the section 8 programs only and as provided under the restrictions on assistance to students enrolled in an institution of higher education, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education, shall be considered income to the individual, except that financial assistance described in this income inclusion is not considered income for persons over the age of 23 with dependent children. Financial assistance does not include loan proceeds for determining income.

9. Annual Income Excludes:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) 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 (but see No. 5 under Income Inclusions);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide (as defined by regulation);
- (6) Except for the required income inclusions in the Section 8 Program as stated income inclusions #9, the full amount of student financial assistance paid directly to the student or to the educational institution; The housing portion of an athletic scholarship is included as income; any financial assistance received for mandatory fees and charges (in addition to tuition).

- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) Certain amounts received that are related to participation in the following programs
- (a) Amounts received under training programs funded by HUD;
 - (b) Amounts received by a person with disabilities 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);
 - (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
 - (e) 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.
- (9) Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).

- (10) Reparations 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;
- (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) Deferred periodic payments of supplemental security income, social security benefits and VA benefits that are received in a lump-sum payment or in prospective monthly payments;
- (14) 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;
- (15) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and.
- (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. A notice will be published in the *Federal Register* and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed when necessary. The following is a list of income sources that qualify for that exclusion:
 - a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
 - b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
 - c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 - d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

- g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L- 94-540, 90 Stat. 2503-04);
- h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
 - i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931);

t) Medicare Discount Program Reimbursements or Incentive Payments

(17) Earned Income Disallowance

(a) Initial Twelve Month Exclusion

(b) Second Twelve Month Exclusion and Phase-In

(c) Maximum Four Year Disallowance

(18) Kinship guardian payments, Kin-Gap, guardianship care payments, or kinship care payments received by the state.

(19) Temporary income payments from the U.S. Census Bureau. Pursuant to Section 24 CFR 5.609 (c)(9), PHAs are to exclude **temporary** income payments from the U.S. Census Bureau, defined as employment lasting no longer than 180 days and not culminating in permanent employment. Employer verification of both the employment dates and income amount is to be maintained in the tenant file.

(20) IRS one-time economic stimulus package payments

10. Applicant - a person or a family that has applied for admission to housing.

11. Area of Operation - The jurisdiction of the FHA as described in applicable State law and the FHA's Articles of Incorporation.

12. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income ^{xvii}.

13. Assets Include:

- Amounts in savings and checking 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. Note the discussion below on accessibility of the funds.
- 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 two years preceding certification or re-certification.

14. Assets Exclude-

- Necessary personal property, except as noted in assets inclusions.
- Interest on Indian trust lands.
- Assets that are part of an active business or farming operation.
- *NOTE:* Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant's/tenant's main occupation.
- Assets not controlled by or accessible to the family and which provide no income for the family
- Vehicles especially equipped for the disabled.
- Equity in owner-occupied cooperatives, a HCV Homeownership unit, and manufactured homes in which the family lives.
- *NOTE:* 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

15. Auxiliary Aids - means 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 ^{xviii}.
16. Care attendant - a person who regularly visits the unit of a FHA 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 FHA must demonstrate separate residence) and do not live in the public housing unit.
17. Co-head of household - One of the two people in a household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
18. 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.
19. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent ^{xix}.
20. Designated Family - means the category of family for whom FHA 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.
21. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with HUD requirements.
22. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly ^{xx}.
23. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement ^{xxi}.
24. 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
25. Drug – A controlled substance as defined in the Controlled Substances Act ^{xxii}.
26. Drug-related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug ^{xxiii}.
27. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly ^{xxiv}.

28. Elderly Person - A person who is at least 62 years of age.

29. Extremely Low Income Family – A Family whose Annual Income is does not exceed the higher of 30% of the Area Median Income or the federal poverty level.

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.

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
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

Appendix I

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families

% Very Poor in

Census Tract

Target Number

Number Needed of below 30% of median area income

Number Needed above 30% of median area income

Waiting list number of families Appendix 2

ⁱ 24 CFR § 966.4 (p)
ⁱⁱ 24 CFR § 966.4 (i)
ⁱⁱⁱ 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)
^{iv} 24 CFR § 966.4 (f)(3) & (c)(2)
^v 24 CFR § 966.4 (f)(3)
^{vi} 24 CFR § 966.4 (f)(2)
^{vii} 24 CFR § 966.4 (f)(3)
^{viii} 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)
^{ix} 24 CFR § 966.4 (f)(3) & (c)(2)
^x 24 CFR § 966.4 (f)(3)
^{xi} 24 CFR § 966.4 (f)(2)
^{xii} 24 CFR § 8.32 & § 40
^{xiii} 24 CFR § 8.21
^{xiv} 24 CFR § 8.3 & § 40.3.5

- xv 24 CFR § 8.3 & § 40.3.5
- xvi 24 CFR § 8.3 & § 8.23 (b)
- xvii 24 CFR § 5.603
- xviii 24 CFR § 8.3
- xix 24 CFR § 5.603
- xx 24 CFR § 5.403
- xxi (42 USC 1437a(b)(3))
- xxii 24 CFR § 5.100
- xxiii 24 CFR § 5.100
- xxiv 24 CFR § 5.403